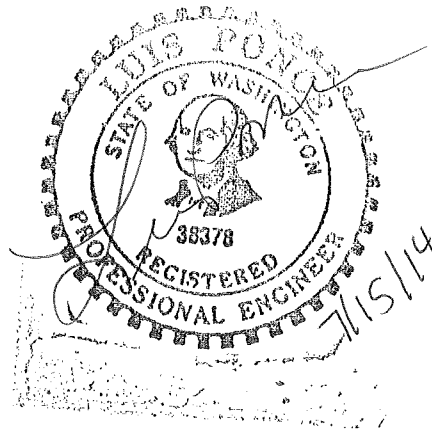


CONTRACT DOCUMENTS
FOR:
CITY OF FERNDALE, WASHINGTON
BARRETT AVENUE PAVEMENT
REHABILITATION PROJECT
ST 2014-01

Consisting of:

Bid Documents
Contract Forms
Specifications & Conditions
Drawings



Plans Provided for:

City of Ferndale
Greg Young, City Administrator
2095 Main Street
Ferndale, WA 98248
Phone: (360) 384-4006

Engineer:

Reichhardt & Ebe Engineering, Inc.
423 Front Street
Lynden, WA 98264
Phone: (360) 354-3687
Fax: (360) 354-0407

The project plan set includes plans for Barrett Avenue Overlay and Yew Avenue Overlay. The Contractor shall execute a contract with the City of Ferndale for work related to the Barrett Avenue Overlay and a contract with the City of Blaine for work related to the Yew Avenue Overlay. The City of Ferndale will administer the Barrett Avenue Overlay Project and the City of Blaine will administer the Yew Avenue Overlay Project.

**BARRETT AVENUE PAVEMENT REHABILITATION PROJECT
FERNDALE, WASHINGTON**

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BID PROCEDURES AND CONDITIONS

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**INVITATION FOR BID
CITY OF FERNDALE
BARRETT AVENUE PAVEMENT REHABILITATION PROJECT
ST 2014-01**

Sealed bid proposals will be received by the City of Ferndale at Ferndale City Hall, 2095 Main Street, Ferndale, Washington, 98248, (360) 384-4006, until 2 PM on July 29, 2014, and will then and there be opened and publicly read for improvements of approximately 5,600 lineal feet of Barrett Avenue (Ferndale) and approximately 5,500 lineal feet of Yew Avenue (Blaine). Yew Avenue will be bid as a Cumulative Alternate. Work will include planing the existing HMA, grading the HMA planings, placing an HMA overlay on Barrett Avenue and Yew Avenue, placing, curb, gutter, and sidewalk replacement on Barrett Avenue, and other work in accordance with the Contract Plans, Special Provisions, the Standard Specifications, including the amendments thereto, and Standard Plans.

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check, or surety bond in an amount equal to five percent (5%) of the amount of such bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond and payment bond both in an amount of 100 percent (100%) of the contract price within the time stated in the specifications, the bid proposal deposit shall be forfeited to the City of Ferndale. All bidders and subcontractors shall have a contractor's license to work in the State of Washington and a City of Ferndale and a City of Blaine Business License.

Project Documents:

Maps, plans, and specifications may be obtained from the Ferndale City Hall upon payment in the amount of \$50.00 for specifications and plan sets. Informational copies of maps, plans and specifications are on file for inspection in the Ferndale City Hall, 2095 Main Street, Ferndale, Washington 98248.

Bidders, prior to submittal of a bid, may attend a pre-bid conference with the Project Engineer. The meeting will start at 10 AM July 24, 2014, at the Ferndale City Hall, 2095 Main Street, Ferndale, Washington 98248. A jobsite visit may follow upon request.

The City of Ferndale is an Equal Opportunity and Affirmative Action Employer. Minority and Women-Owned firms are encouraged to submit bids

Sam Taylor

City Clerk - City of Ferndale

Ferndale Record Journal - Published Wednesday, July 16, 2014 and July 23, 2014

BID PROPOSAL FORMS
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BID PROPOSAL

FOR

**BARRETT AVENUE PAVEMENT REHABILITATION PROJECT
FERNDAL, WASHINGTON**

Date: _____

TO: City of Ferndale

Gentlepersons:

This certifies that the Undersigned: has examined the location of the project site and the conditions of work; and has carefully read and thoroughly understands the contract documents entitled: "**BARRETT AVENUE PAVEMENT REHABILITATION PROJECT** ", in Ferndale, including the "Bid Procedures and Conditions", "Specifications and Conditions", "Contract Forms", and "Plans" governing the work embraced in this project and the method by which payment will be made for said work. The Undersigned hereby proposes to undertake and complete the work embraced in this project in accordance with said contract documents, and agrees to accept as payment for said work, the schedule of lump sum and unit prices as set forth in the "Bid" below.

The Undersigned acknowledges that payment will be based on the actual work performed and material used as measured or provided for in accordance with the said contract documents, and that no additional compensation will be allowed for any taxes not included in each lump sum or unit price, and that the basis for payment will be the actual work performed and measured or provided for in accordance with the said contract documents.

**BARRETT AVENUE OVERLAY
CITY OF FERNDALE**

() SECTION REFERENCE

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	1 LUMP SUM	MOBILIZATION (1-09)	\$	\$
			per LS	
2	1 LUMP SUM	SPILL PREVENTION, CONTROL, AND COUNTERMEASURES (SPCC) PLAN (1-07)	\$	\$
			per LS	
3	1 LUMP SUM	PROJECT TEMPORARY TRAFFIC CONTROL (1-10)	\$	\$
			per LS	
4	600 HOUR	FLAGGERS AND SPOTTERS (1-10)	\$	\$
			per HR	
5	50 HOUR	OTHER TRAFFIC CONTROL LABOR (1-10)	\$	\$
			per HR	
6	1 LUMP SUM	CLEARING & GRUBBING (2-01)		\$
			per LS	
7	1 LUMP SUM	REMOVAL OF STRUCTURES AND OBSTRUCTIONS (2-02)	\$	\$
			per LS	
8	3,200 LINEAR FOOT-INCH	SAWCUT ACP (2-02)	\$	\$
			per LF-IN	
9	150 LINEAR FOOT-INCH	SAWCUT PCC (2-02)	\$	\$
			per LF-IN	

**BARRETT AVENUE OVERLAY
CITY OF FERNDALE**

() SECTION REFERENCE

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
10	10 CUBIC YARD	ROADWAY EXCAVATION INCLUDING HAUL (2-03)	\$	\$
			per CY	
11	20 CUBIC YARD	UNSUITABLE FOUNDATION EXCAVATION INCL. HAUL (2-03)	\$	\$
			per CY	
12	22,000 SQUARE YARD	GRADE EXISTING ROADBED (2-06)	\$	\$
			per SY	
13	20 Mgal	WATER (2-07)	\$	\$
			per Mgal	
14	150 TON	GRAVEL BASE (4-02)	\$	\$
			per TON	
15	265 TON	CRUSHED SURFACING TOP COURSE (4-04)	\$	\$
			per TON	
16	2,700 TON	HMA CLASS 1/2" PG 64-22 (5-04)	\$	\$
			per TON	
17	22,000 SQUARE YARD	PLANING BITUMINOUS PAVEMENT FULL DEPTH (5-04)	\$	\$
			per SY	

**BARRETT AVENUE OVERLAY
CITY OF FERNDALE**

() SECTION REFERENCE

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
18	-1 CALC	JOB MIX COMPLIANCE PRICE ADJUSTMENT (5-04)		
			\$	\$ (1.00)
			CALC	
19	-1 CALC	COMPACTION PRICE ADJUSTMENT (5-04)		
			\$	\$ (1.00)
			CALC	
20	1 LUMP SUM	ADJUSTMENTS TO FINISHED GRADE (7-05)		
			\$	\$
			per LS	
21	13 EACH	SOLID LOCKING FRAME AND COVER (7-05)		
			\$	\$
			per EA	
22	1 FORCE ACCOUNT	EROSION/WATER POLLUTION CONTROL (8-01)		
			\$	\$ 2,500.00
			FA	
23	1 LUMP SUM	ESC LEAD (8-01)		
			\$	\$
			per LS	
24	6 EACH	INLET PROTECTION (8-01)		
			\$	\$
			per EA	
25	1 LUMP SUM	SWPP PLAN PREPARATION (8-01)		
			\$	\$
			per LS	
26	50 SQUARE YARD	SEEDED LAWN INSTALLATION (8-02)		
			\$	\$
			per SY	

**BARRETT AVENUE OVERLAY
CITY OF FERNDALE**

() SECTION REFERENCE

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
27	1 FA	LANDSCAPE RESTORATION (8-02)		
			\$	\$ 2,000.00
			per FA	
28	151 LINEAR FOOT	CEMENT CONC. TRAFFIC CURB AND GUTTER (8-04)		
			\$	\$
			per LF	
29	26 LINEAR FOOT	CEMENT CONC. TRAFFIC CURB (8-04)		
			\$	\$
			per LF	
30	2.00 HUNDRED	RAISED PAVEMENT MARKER TYPE 1 (8-09)		
			\$	\$
			per HUND	
31	0.50 HUNDRED	RAISED PAVEMENT MARKER TYPE 2 (8-09)		
			\$	\$
			per HUND	
32	66 SQUARE YARD	CEMENT CONC. SIDEWALK (8-14)		
			\$	\$
			per SY	
33	2 EACH	CEMENT CONC. CURB RAMP TYPE PARALLEL A (8-14)		
			\$	\$
			per EA	
34	2 EACH	CEMENT CONC. CURB RAMP TYPE PERPENDICULAR A (8-14)		
			\$	\$
			per EA	

**BARRETT AVENUE OVERLAY
CITY OF FERNDALE**

() SECTION REFERENCE

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
35	1 EACH	CEMENT CONC. CURB RAMP TYPE SINGLE DIRECTION A (8-14)		
			\$	\$
			per EA	
36	16,370 LINEAR FOOT	PAINT LINE (8-22)		
			\$	\$
			per LF	
37	20 LINEAR FOOT	PLASTIC STOP LINE (8-22)		
			\$	\$
			per LF	
38	2 EACH	POTHOLE EXISTING UNDERGROUND UTILITY (8-30)		
			\$	\$
			per EA	
39	1 FORCE ACCOUNT	REPAIR EXISTING PUBLIC AND PRIVATE FACILITIES (8-31)		
			FA	\$ 1,000.00
40	1 FORCE ACCOUNT	UNANTICIPATED SITE WORK (8-32)		
			\$	\$ 1,500.00
			FA	

BASE BID TOTAL: \$ _____

**BARRETT AVENUE OVERLAY
CITY OF FERNDALE**

() SECTION REFERENCE

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
<u>ALTERNATE A1: YEW AVENUE OVERLAY</u>				
41	1 LUMP SUM	MOBILIZATION (1-09)		
			\$	\$
			per LS	
42	1 LUMP SUM	PROJECT TEMPORARY TRAFFIC CONTROL (1-10)		
			\$	\$
			per LS	
43	605 LINEAR FOOT-INCH	SAWCUT ACP (2-02)		
			\$	\$
			per LF-IN	
44	14,475 SQUARE YARD	GRADE EXISTING ROADBED (2-06)		
			\$	\$
			per SY	
45	130 TON	CRUSHED SURFACING TOP COURSE (4-04)		
			\$	\$
			per TON	
46	2,125 TON	HMA CLASS 1/2" PG 64-22 (5-04)		
			\$	\$
			per TON	

**BARRETT AVENUE OVERLAY
CITY OF FERNDALE**

() SECTION REFERENCE

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
47	14,475 SQUARE YARD	PLANING BITUMINOUS PAVEMENT FULL DEPTH (5-04)	\$	\$
			per SY	
48	-1 CALC	JOB MIX COMPLIANCE PRICE ADJUSTMENT (5-04)	\$	\$ (1.00)
			CALC	
49	-1 CALC	COMPACTION PRICE ADJUSTMENT (5-04)	\$	\$ (1.00)
			CALC	
50	13,200 LINEAR FOOT	PAINT LINE (8-22)	\$	\$
			per LF	
51	1 FORCE ACCOUNT	REPAIR EXISTING PUBLIC AND PRIVATE FACILITIES (8-31)	\$	\$ 1,000.00
			FA	

ALTERNATE A1 TOTAL: \$

TOTAL BASE BID & ALTERNATE A1 (INCLUDING SALES TAX) \$

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.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free “hotline” Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

The “hotline” is part of USDOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

BIDDER IDENTIFICATION

The name of the Bidder submitting this proposal, the address and phone number to which all communications concerned with this proposal shall be made and the number which has been assigned indicating the Bidder is licensed to do business in the State of Washington are as follows:

Firm Name: _____

Address: _____

Telephone: _____ Fax: _____

Contractor's Number: _____

The Firm submitting this proposal is a _____ Sole Proprietorship
_____ Partnership
_____ Corporation

The names and titles of the principal officers of the corporation submitting this proposal, or of the partnership, or of all persons interested in this proposal as principals are as follows:

_____	_____
_____	_____
_____	_____
_____	_____

NOTE: Signatures of this proposal must be identified above. Failure to identify the Signatories will be cause for considering the proposal irregular and for subsequent rejection of the bid.

BID PROPOSAL SIGNATURE AND ADDENDUM ACKNOWLEDGMENT

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein. A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximation estimate of quantities at the above prices and in the form as indicated below, is attached hereto:

- | | | |
|--------------------------|-----------------|--|
| <input type="checkbox"/> | CASH | IN THE AMOUNT OF _____ |
| <input type="checkbox"/> | CASHIER'S CHECK | _____ DOLLARS |
| <input type="checkbox"/> | CERTIFIED CHECK | (\$ _____) PAYABLE TO THE CITY OF FERNDALE |
| <input type="checkbox"/> | PROPOSAL BOND | IN THE AMOUNT OF 5% OF THE BID. |

Receipt is hereby acknowledged by addendum(s) No.(s) _____, _____, & _____

SIGNATURE OF AUTHORIZED OFFICIAL(S)

(PROPOSAL MUST BE SIGNED)

SIGNATURE

FIRM NAME

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this _____ day of _____, 2014, before me personally appeared _____ to me personally known to be the person described in and who executed the above instrument and who acknowledged to me the act of signing thereof.

NOTARY PUBLIC, in and for the
State of Washington, residing at:

My Commission Expires:

This proposal form is not transferable and any alteration of the firm's name entered hereon without prior permission from the City of Ferndale will be cause for considering the proposal irregular and for subsequent rejection of the bid.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we of _____, as principal, and the _____ a corporation duly organized under the laws of the State of _____ and having its principal place of business at _____, in the State of Washington, as Surety, are held and firmly bound unto the City of Ferndale, a Municipal Corporation in the State of Washington, in the full and penal sum of five percent (5%) of the total bid amount appearing on 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, jointly and severally, firmly by these presents.

The condition of this bond is such that, whereas, the principal herein is herewith submitting his or its bid proposal for, **BARRETT AVENUE PAVEMENT REHABILITATION PROJECT**, said bid proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said bid proposal submitted by the 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 the performance bond as required by the bidding and contract documents within a period of ten (10) days from and after said award, exclusive of the day of such award, then its obligation to pay the above-mentioned penal sum as liquidated damages shall be null and void, otherwise it shall remain and be in full force and effect.

SIGNED AND SEALED this _____ day of _____, 2014.

Principal

By _____ (Seal)

Surety

By _____
Attorney-In-Fact

The Attorney-in-fact who executes this bond on behalf of the surety company, must attach a copy of his power-of-attorney as evidence of his authority.

SPECIFICATIONS AND CONDITIONS
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INTRO.AP1

INTRODUCTION

The following Amendments and Special Provisions shall be used in conjunction with the 2014 Standard Specifications for Road, Bridge, and Municipal Construction.

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. For informational purposes, the date following each Amendment title indicates the implementation date of the Amendment or the latest date of revision.

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.

1-02.AP1

Section 1-02, Bid Procedures and Conditions April 7, 2014

1-02.8(1) Noncollusion Declaration

The third paragraph is revised to read:

Therefore, by including the Non-collusion Declaration as part of the signed bid Proposal, the Bidder is deemed to have certified and agreed to the requirements of the Declaration.

1-03.AP1

Section 1-03, Award and Execution of Contract March 3, 2014

1-03.4 Contract Bond

The last word of item 3 is deleted.

Item 4 is renumbered to 5.

The following is inserted after item 3 (after the preceding Amendments are applied):

4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and

1-04.AP1

Section 1-04, Scope of the Work April 7, 2014

1-04.4 Changes

In the third paragraph, item number 1 and 2 are revised to read:

- a. When the character of the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
- b. When an item of Work, as defined elsewhere in the Contract, is increased in excess of 125 percent or decreased below 75 percent of the original Contract quantity. For the purpose of this Section, an item of Work will be defined as any item that qualifies for adjustment under the provisions of Section 1-04.6.

1-07.AP1

Section 1-07, Legal Relations and Responsibilities to the Public January 6, 2014

1-07.2 State Taxes

This section is revised to read:

The Washington State Department of Revenue has issued special rules on the state sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contracting Agency will not adjust its payment if the Contractor bases a Bid on a misunderstood tax liability.

The Contracting Agency may deduct from its payments to the Contractor, retainage or lien the bond, in the amount the Contractor owes the State Department of Revenue, whether the amount owed relates to the Contract in question or not. Any amount so deducted will be paid into the proper State fund on the contractor's behalf. For additional information on tax rates and application refer to applicable RCWs, WACs or the Department of Revenue's website.

1-07.2(1) State Sales Tax: Work Performed on City, County, or Federally-Owned Land

This section including title is revised to read:

1-07.2(1) State Sales Tax: WAC 458-20-171 – Use Tax

For Work designated as Rule 171, **Use Tax**, the Contractor shall include for compensation the amount of any taxes paid in the various unit Bid prices or other Contract amounts. Typically, these taxes are collected on materials incorporated into the project and items such as the purchase or rental of; tools, machinery, equipment, or consumable supplies not integrated into the project.

The Summary of Quantities in the Contract Plans identifies those parts of the project that are subject to **Use Tax** under Section 1-07.2(1).

1-07.2(2) State Sales Tax: Work on State-Owned or Private Land

This section including title is revised to read:

1-07.2(2) State Sales Tax: WAC 458-20-170 – Retail Sales Tax

For Work designated as Rule 170, **Retail Sales Tax**, the Contractor shall collect from the Contracting Agency, **Retail Sales Tax** on the full Contract price. The Contracting Agency will automatically add this **Retail Sales Tax** to each payment to the Contractor and for this reason; the Contractor shall not include the **Retail Sales Tax** in the unit Bid prices or in any other Contract amount. However, the Contracting Agency will not provide additional compensation to the Prime Contractor or Subcontractor for **Retail Sales Taxes** paid by the Contractor in addition to the **Retail Sales Tax** on the total contract amount. Typically, these taxes are collected on items such as the purchase or rental of; tools, machinery, equipment, or consumable supplies not integrated into

the project. Such sales taxes shall be included in the unit Bid prices or in any other Contract amounts.

The Summary of Quantities in the Contract Plans identifies those parts of the project that are subject to **Retail Sales Tax** under Section 1-07.2(2).

1-07.2(3) Services

This section is revised to read:

Any contract wholly for professional or other applicable services is generally not subject to **Retail Sales Tax** and therefore the Contractor shall not collect **Retail Sales Tax** from the Contracting Agency on those Contracts. Any incidental taxes paid as part of providing the services shall be included in the payments under the contract.

1-08.AP1

Section 1-08, Prosecution and Progress May 5, 2014

1-08.1 Subcontracting

The eighth paragraph is revised to read:

On all projects, the Contractor shall certify to the actual amounts paid to Disadvantaged, Minority, Women's, or Small Business Enterprise firms that were used as Subcontractors, lower tier subcontractors, manufacturers, regular dealers, or service providers on the Contract. This Certification shall be submitted to the Project Engineer on a monthly basis each month between Execution of the Contract and Physical Completion of the contract using the application available at: <https://remoteapps.wsdot.wa.gov/mapsdata/tools/dbeparticipation>. The monthly report is due 20 calendar days following the end of the month. A monthly report shall be submitted for every month between Execution of the Contract and Physical Completion regardless of whether payments were made or work occurred.

The ninth paragraph is deleted.

1-10.AP1

Section 1-10, Temporary Traffic Control April 7, 2014

1-10.1(1) Materials

The following material reference is deleted from this section:

Barrier Drums 9-35.8

1-10.1(2) Description

The first paragraph is revised to read:

The Contractor shall provide flaggers, and all other personnel required for labor for traffic control activities and not otherwise specified as being furnished by the Contracting Agency.

1-10.2(1) General

In the third paragraph, the first two sentences are revised to read:

The primary and alternate TCS shall be certified by one of the organizations listed in the Special Provisions. Possession of a current Washington State TCS card and flagging card by the primary and alternate TCS is mandatory.

1-10.2(1)B Traffic Control Supervisor

The first paragraph is revised to read:

A Traffic Control Supervisor (TCS) shall be present on the project whenever flagging or other traffic control labor is being utilized or less frequently, as authorized by the Engineer.

The last paragraph is revised to read:

The TCS may perform the Work described in Section 1-10.3(1)A Flaggers or in Section 1-10.3(1)B Other Traffic Control Labor and be compensated under those Bid items, provided that the duties of the TCS are accomplished.

1-10.2(2) Traffic Control Plans

The first paragraph is revised to read:

The traffic control plan or plans appearing in the Contract documents show a method of handling vehicle, bicycle, and pedestrian traffic. All construction signs, flaggers, and other traffic control devices are shown on the traffic control plan(s) except for emergency situations. If the Contractor proposes adding the use of flaggers to a plan, this will constitute a modification requiring approval by the Engineer. The modified plans shall show locations for all the required advance warning signs and a safe, protected location for the flagging station. If flagging is to be performed during hours of darkness, the plan shall include appropriate illumination for the flagging station.

In the second paragraph, the second sentence is revised to read:

Any Contractor-proposed modification, supplement or replacement shall show the necessary construction signs, flaggers, and other traffic control devices required to support the Work.

1-10.3(1) Traffic Control Labor

The first paragraph is revised to read:

The Contractor shall furnish all personnel for flagging, for the execution of all procedures related to temporary traffic control and for the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations.

1-10.3(1)A Flaggers and Spotters

This section's title is revised to read:

Flaggers

The first paragraph is revised to read:

Flaggers shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. The flagging card shall be immediately available and shown to the Contracting Agency upon request.

The last paragraph is deleted.

1-10.3(1)B Other Traffic Control Labor

This section is revised to read:

In addition to flagging duties, the Contractor shall provide personnel for all other traffic control procedures required by the construction operations and for the labor to install, maintain and remove any traffic control devices shown on Traffic Control Plans.

1-10.3(3)B Sequential Arrow Signs

This section is supplemented with the following sentence:

When used in the caution mode, the four corner mode shall be used.

1-10.3(3)F Barrier Drums

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

1-10.3(3)F Vacant

1-10.3(3)K Portable Temporary Traffic Control Signs

The fifth paragraph is revised to read:

The Project Engineer or designee will inspect the signal system at initial installation/operation and approve the signal timing. Final approval will be based on the results of the operational inspection.

1-10.4(2) Item Bids With Lump Sum for Incidentals

In the second paragraph, the first and second sentences are revised to read:

“Flaggers” will be measured by the hour. Hours will be measured for each flagging station, shown on an approved Traffic Control Plan, when that station is staffed in accordance with Section 1-10.3(1)A.

The first sentence of the last bulleted item in this section is revised to read:

Installing and removing Barricades, Traffic Safety Drums, Cones, Tubular Markers and Warning Lights and Flashers to carry out approved Traffic Control Plan(s).

1-10.5(2) Item Bids With Lump Sum for Incidentals

This section is deleted and replaced with the following:

“Traffic Control Supervisor”, lump sum.

The lump sum Contract payment shall be full compensation for all costs incurred by the Contractor in performing the Work defined in Section 1-10.2(1)B.

“Pedestrian Traffic Control”, lump sum.

The lump sum Contract payment shall be full compensation for all costs incurred by the Contractor in performing the Work for pedestrian traffic control defined in Section 1-10.

“Flaggers”, per hour.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work defined in Section 1-10.3(1)A.

“Other Traffic Control Labor”, per hour.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all labor costs incurred by the Contractor in performing the Work specified for this item in Section 1-10.4(2).

“Construction Signs Class A”, per square foot.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work described in Section 1-10.3(3)A. In the event that “Do Not Pass” and “Pass With Care” signs must be left in place, a change order, as described in Section 1-04.4, will be required. When the Bid Proposal contains the item “Sign Covering”, then covering those signs indicated in the Contract will be measured and paid according to Section 8-21.

“Sequential Arrow Sign”, per hour.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work described in Section 1-10.3(3)B.

“Portable Changeable Message Sign”, per hour.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work for procuring all portable changeable message signs required for the project and for transporting these signs to and from the project.

“Transportable Attenuator”, per each.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work described in Section 1-10.3(3)J except for costs compensated separately under the items “Operation of Transportable Attenuator” and “Repair Transportable Attenuator”.

“Operation of Transportable Attenuator”, per hour.

The unit Contract price, when applied to the number of units measured for this item in accordance with Section 1-10.4(2), shall be full compensation for all costs incurred by the Contractor in performing the Work for operating transportable attenuators on the project.

“Repair Transportable Attenuator”, by force account.

All costs of repairing or replacing transportable attenuators that are damaged by the motoring public while in use as shown on an approved Traffic Control Plan will be paid for by force account as specified in Section 1-09.6. To provide a common Proposal for all Bidders, the Contracting Agency has estimated the amount of force account for “Repair Transportable Attenuator” and has entered the amount in the Proposal to become a part of the total Bid by the Contractor. Transportable attenuators damaged due to the Contractor’s operation or damaged in any manner when not in use shall be repaired or replaced by the Contractor at no expense to the Contracting Agency.

“Other Temporary Traffic Control”, lump sum.

The lump sum Contract payment shall be full compensation for all costs incurred by the Contractor in performing the Work defined in Section 1-10, and which costs are not compensated by one of the above-listed items.

“Portable Temporary Traffic Control Signal”, lump sum.

The lump sum Contract payment shall be full compensation for all costs incurred by the Contractor in performing the Work as described in Section 1-10.3(3)K, including all costs for traffic control during manual control, adjustment, malfunction, or failure of the portable traffic control signals and during replacement of failed or malfunctioning signals.

5-04.AP5

Section 5-04, Hot Mix Asphalt January 6, 2014

5-04.3(7)A3 Commercial Evaluation

The second sentence in the first paragraph is revised to read:

Mix designs for HMA accepted by commercial evaluation shall be submitted to the Project Engineer on WSDOT Form 350-042.

8-01.AP8

Section 8-01, Erosion Control and Water Pollution Control April 7, 2014

8-01.3(1)A Submittals

The first sentence in the second paragraph is revised to read:

Modified TESC Plans shall meet all requirements of the current edition of the WSDOT Temporary Erosion and Sediment Control Manual M 3109.

8-04.AP8

Section 8-04, Curbs, Gutters, and Spillways January 6, 2014

8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways

The first sentence in the fourth paragraph is revised to read:

Expansion joints in the curb or curb and gutter shall be spaced as shown in the Plans, and placed at the beginning and ends of curb returns, drainage Structures, bridges, and cold joints with existing curbs and gutters.

8-04.3(1)A Extruded Cement Concrete Curb

The second sentence in the second paragraph is revised to read:

Cement concrete curbs shall be anchored to the existing pavement by placing steel reinforcing bars 1 foot on each side of every joint.

The third paragraph is revised to read:

Steel reinforcing bars shall meet the dimensions shown in the Standard Plans.

8-09.AP8

Section 8-09, Raised Pavement Markers April 7, 2014

8-09.3(6) Recessed Pavement Marker

The following sentence is inserted after the first sentence of the first paragraph:

The Contractor shall ensure that grinding of the pavement does not result in any damage, (e.g. chipping, spalling or raveling) to the pavement to remain.

8-23.AP8

Section 8-23, Temporary Pavement Markings April 14, 2014

This section's content is deleted in its entirety and replaced with the following new sub-sections:

8-23.1 Description

The Work consists of furnishing, installing, and removing temporary pavement markings. Temporary pavement markings shall be provided where noted in the Plans; for all lane shifts and detours resulting from construction activities; or when permanent markings are removed because of construction operations.

8-23.2 Materials

Materials for temporary markings shall be paint, plastic, tape, raised pavement markers or flexible raised pavement markers. Materials for pavement markings shall meet the following requirements:

Raised Pavement Markers	9-21
Temporary Marking Paint	9-34.2(6)
Plastic	9-34.3
Glass Beads for Pavement Marking Materials	9-34.4
Temporary Pavement Marking Tape	9-34.5
Temporary Flexible Raised Pavement Markers	9-34.6

8.23.3 Construction Requirements

8-23.3(1) General

The Contractor shall select the type of pavement marking material in accordance with the Contract.

8-23.3(2) Preliminary Spotting

All preliminary layout and marking in preparation for application or removal of temporary pavement markings shall be the responsibility of the Contractor.

8-23.3(3) Preparation of Roadway Surface

Surface preparation for temporary pavement markings shall be in accordance with the manufacturer's recommendations.

8-23.3(4) Pavement Marking Application

8-23.3(4)A Temporary Pavement Markings – Short Duration

Temporary pavement markings – short duration shall meet the following requirements:

Temporary Center Line – A BROKEN line used to delineate adjacent lanes of traffic moving in opposite directions. The broken pattern shall be based on a 40-foot unit, consisting of a 4-foot line with a 36-foot gap if paint or tape is used. If temporary raised pavement markers are used, the pattern shall be based on a 40-foot unit, consisting of a grouping of three temporary raised pavement markers, each spaced 3 feet apart, with a 34 foot gap.

Temporary Edge Line – A SOLID line used on the edges of Traveled Way. The line shall be continuous if paint or tape is used. If temporary raised pavement markers are used, the line shall consist of markers installed continuously at 5-foot spacing.

Temporary Lane Line – A BROKEN line used to delineate adjacent lanes with traffic traveling in the same direction. The broken pattern shall be based on a 40-foot unit, consisting of a 4-foot line with a 36-foot gap, if paint or tape is used. If temporary raised pavement markers are used, the pattern shall be based on a 40-foot unit, consisting of a grouping of three temporary raised pavement markers, each spaced 3 feet apart, with a 34 foot gap.

Lane line and right edge line shall be white in color. Center line and left edge line shall be yellow in color. Edge lines shall be installed only if specifically required in the Contract. All temporary pavement markings shall be retroreflective.

8-23.3(4)A1 Temporary Pavement Marking Paint

Paint used for short duration temporary pavement markings shall be applied in one application at a thickness of 15 mils or 108 square feet per gallon. Glass beads shall be in accordance with Section 8-22.3(3)G.

8-23.3(4)A2 Temporary Pavement Marking Tape

Application of temporary pavement marking tape shall be in conformance with the manufacturer's recommendations.

Black mask pavement marking tape shall mask the existing line in its entirety.

8-23.3(4)A3 Temporary Raised Pavement Markers

Temporary raised pavement markers are not allowed on bituminous surface treatments.

8-23.3(4)A4 Temporary Flexible Raised Pavement Markers

Flexible raised pavement markers are required for new applications of bituminous surface treatments. Flexible raised pavement markers are not allowed on other pavement types unless otherwise specified or approved by the Engineer. Flexible raised pavement markers shall be installed with the protective cover in place. The cover shall be removed immediately after spraying asphaltic material.

8-23.3(4)B Temporary Pavement Markings – Long Duration

Application of paint, pavement marking tape and plastic for long duration pavement markings shall meet the requirements of Section 8-22.3(3); application of raised pavement markers shall meet the requirements of Section 8-09.3; and application of flexible pavement markings shall be in conformance with the manufacturer's recommendations.

8-23.3(4)C Tolerance for Lines

Tolerance for lines shall conform to Section 8-22.3(4).

8-23.3(4)D Maintenance of Pavement Markings

Temporary pavement markings shall be maintained in serviceable condition throughout the project until permanent pavement markings are installed. As directed by the Engineer; temporary pavement markings that are damaged, including normal wear by traffic, shall be repaired or replaced immediately. Repaired and replaced pavement markings shall meet the requirements for the original pavement marking.

8-23.3(4)E Removal of Pavement Markings

Removal of temporary paint is not required prior to paving; all other temporary pavement markings shall be removed.

All temporary pavement markings that are required on the wearing course prior to construction of permanent pavement markings and are not a part of the permanent markings shall be completely removed concurrent with or immediately subsequent to the construction of the permanent pavement markings. Temporary flexible raised pavement markers on bituminous surface treatment pavements shall be cut off flush with the surface if their location conflicts with the alignment of the permanent pavement markings.

All damage to the permanent Work caused by removing temporary pavement markings shall be repaired by the Contractor at no additional cost to the Contracting Agency.

8-23.4 Measurement

Temporary pavement markings will be measured by the linear foot of each installed line or grouping of markers, with no deduction for gaps in the line or markers and no additional measurement for the second application of paint required for long duration paint lines. Short duration and long duration temporary pavement markings will be measured for the initial installation only; maintenance of lines will not be measured.

8-23.5 Payment

Payment will be made in accordance with Section 1-04.1, for each of the following Bid items that are included in the Proposal:

“Temporary Pavement Marking – Short Duration”, per linear foot.

“Temporary Pavement Marking – Long Duration”, per linear foot.

The unit Contract price per linear foot for “Temporary Pavement Marking – Short Duration” and “Temporary Pavement Marking – Long Duration” shall be full pay for all Work.

9-03.AP9

Section 9-03, Aggregates

April 7, 2014

9-03.1(2)C Use of Substandard Gradings

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

Vacant

9-03.14(3) Common Borrow

This section is revised to read:

Material for common borrow shall consist of granular or nongranular soil and/or aggregate which is free of deleterious material. Deleterious material includes wood, organic waste, coal, charcoal, or any other extraneous or objectionable material. The material shall not contain more than 3 percent organic material by weight. The plasticity index shall be determined using test method AASHTO T 89 and AASHTO T 90.

The material shall meet one of the options in the soil plasticity table below.

Soil Plasticity Table

Option	Sieve	Percent Passing	Plasticity Index
1	No. 200	0 - 12	N/A
2	No. 200	12.1 - 35	6 or Less
3	No. 200	Above 35	0

All percentages are by weight.

If requested by the Contractor, the plasticity index may be increased with the approval of the Engineer.

9-03.14(4) Gravel Borrow for Structural Earth Wall

In the second table, the row beginning with “pH” is revised to read:

pH	WSDOT Test Method T 417	4.5 - 9	5 – 10
----	-------------------------	---------	--------

9-14.AP9

Section 9-14, Erosion Control and Roadside Planting April 7, 2014

9-14.4(6) Gypsum

The first sentence is revised to read:

Gypsum shall consist of Calcium Sulfate ($\text{CaSO}_4 \cdot 2\text{H}_2\text{O}$) in a pelletized or granular form.

9-14.4(7) Tackifier

This section is revised to read:

Tackifiers are used as a tie-down for soil, compost, seed, and/or mulch. Tackifiers shall contain no growth or germination-inhibiting materials and shall not reduce infiltration rates. Tackifiers shall hydrate in water and readily blend with other slurry materials.

The Contractor shall provide test results documenting the tackifier meets the requirements for Acute Toxicity, Solvents, and Heavy Metals as required in Table 1 in Section 9-14.4(2). The tests shall be performed at the manufacturer’s recommended application rate.

9-14.4(8) Compost

The second paragraph is revised to read:

Compost production and quality shall comply with WAC 173-350.

9-14.4(8)A Compost Submittal Requirements

Item 2 is revised to read:

5. A copy of the Solid Waste Handling Permit issued to the manufacturer by the Jurisdictional Health Department in accordance with WAC 173-350 (Minimum Functional Standards for Solid Waste Handling).

9-14.6(2) Quality

The second and third paragraphs in this section are revised to read:

All plant material shall comply with State and Federal laws with respect to inspection for plant diseases and insect infestation. Plants must meet Washington State Department of Agriculture plant quarantines and have a certificate of inspection. Plants originating in Canada must be accompanied by a phytosanitary certificate stating the plants meet USDA health requirements.

All plant material shall be purchased from a nursery licensed to sell plants in their state or province.

9-34.AP9

Section 9-34, Pavement Marking Material April 14, 2014

9-34.2 Paint

The second paragraph is revised to read:

Blue and black paint shall comply with the requirements of yellow paint in Section 9-34.2(4) and Section 9-34.2(5), with the exception that blue and black paints do not need to meet the requirements for titanium dioxide, directional reflectance, and contrast ratio.

9-34.5 Temporary Pavement Marking Tape

This section is revised to read:

Biodegradable tape with paper backing is not allowed.

This section is supplemented with the following new sub-sections:

9-34.5(1) Temporary Pavement Marking Tape – Short Duration

Temporary pavement marking tape for short duration shall conform to ASTM D4592 Type II except that black tape, black mask tape and the black portion of the contrast removable tape, shall be non-reflective.

9-34.5(2) Temporary Pavement Marking Tape – Long Duration

Temporary pavement marking tape for long duration shall conform to ASTM D4592 Type I. Temporary pavement marking tape for long duration, except for black tape, shall have a minimum initial coefficient of retroreflective luminance of $200 \text{ mcd} \cdot \text{m}^{-2} \cdot \text{lx}^{-1}$ when measured in accordance with ASTM E 2832 or ASTM E 2176. Black tape, black mask tape and the black portion of the contrast removable tape, shall be non-reflective.

9-34.6 Temporary Raised Pavement Markers

This section's title is revised to read:

Temporary Flexible Raised Pavement Markers

The second paragraph is deleted.

9-35.AP9

Section 9-35, Temporary Traffic Control Materials April 7, 2014

9-35.0 General Requirements

The following item is deleted from the list of temporary traffic control materials:

Barrier Drums

9-35.8 Barrier Drums

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

9-35.8 Vacant

SPECIAL PROVISIONS TO THE STANDARD SPECIFICATIONS

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INTRODUCTION TO THE SPECIAL PROVISIONS

(August 14, 2013 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2014 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)

(April 1, 2013 WSDOT GSP)

(April 2, 2007 R&E GSP)

(NWR February 5, 2007)

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition
- *City of Ferndale Standard Plans*

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

1 **DIVISION 1**

2 **GENERAL REQUIREMENTS**

3
4 **DESCRIPTION OF WORK**

5 *(March 13, 1995 WSDOT GSP)*

6
7 The project consists of improvements of approximately 5,600 lineal feet of Barrett Avenue
8 (Ferndale) and approximately 5,500 lineal feet of Yew Avenue (Blaine). Yew Avenue will be
9 bid as a Cumulative Alternate. Work will include planing the existing HMA, grading the HMA
10 planings, placing an HMA overlay on Barrett Avenue and Yew Avenue, placing, curb, gutter,
11 and sidewalk replacement on Barrett Avenue, and other work in accordance with the Contract
12 Plans, Special Provisions, the Standard Specifications, including the amendments thereto, and
13 Standard Plans.

14
15 **1-01.3 Definitions**

16 *(March 8, 2013 APWA GSP)*

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

19
20 **Dates**

21 ***Bid Opening Date***

22 The date on which the Contracting Agency publicly opens and reads the Bids.

23
24 ***Award Date***

25 The date of the formal decision of the Contracting Agency to accept the lowest
26 responsible and responsive Bidder for the Work.

27
28 ***Contract Execution Date***

29 The date the Contracting Agency officially binds the Agency to the Contract.

30
31 ***Notice to Proceed Date***

32 The date stated in the Notice to Proceed on which the Contract time begins.

33
34 ***Substantial Completion Date***

35 The day the Engineer determines the Contracting Agency has full and unrestricted use
36 and benefit of the facilities, both from the operational and safety standpoint, any
37 remaining traffic disruptions will be rare and brief, and only minor incidental work,
38 replacement of temporary substitute facilities, plant establishment periods, or correction
39 or repair remains for the Physical Completion of the total Contract.

40
41 ***Physical Completion Date***

42 The day all of the Work is physically completed on the project. All documentation
43 required by the Contract and required by law does not necessarily need to be furnished by
44 the Contractor by this date.

1 ***Completion Date***

2 The day all the Work specified in the Contract is completed and all the obligations of the
3 Contractor under the contract are fulfilled by the Contractor. All documentation required
4 by the Contract and required by law must be furnished by the Contractor before
5 establishment of this date.
6

7 ***Final Acceptance Date***

8 The date on which the Contracting Agency accepts the Work as complete.
9

10 Supplement this Section with the following:

11
12 All references in the Standard Specifications, Amendments, or WSDOT General Special
13 Provisions, to the terms “State”, “Department of Transportation”, “Washington State
14 Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”,
15 “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.
16

17 All references to “State Materials Laboratory” shall be revised to read “Contracting Agency
18 designated location”.
19

20 All references to “final contract voucher certification” shall be interpreted to mean the final
21 payment form established by the Contracting Agency.
22

23 The venue of all causes of action arising from the advertisement, award, execution, and
24 performance of the contract shall be in the Superior Court of the County where the
25 Contracting Agency’s headquarters are located.
26

27 **Additive**

28 A supplemental unit of work or group of bid items, identified separately in the Bid Proposal,
29 which may, at the discretion of the Contracting Agency, be awarded in addition to the base
30 bid.
31

32 **Alternate**

33 One of two or more units of work or groups of bid items, identified separately in the Bid
34 Proposal, from which the Contracting Agency may make a choice between different methods
35 or material of construction for performing the same work.
36

37 **Business Day**

38 A business day is any day from Monday through Friday except holidays as listed in Section
39 1-08.5.
40

41 **Contract Bond**

42 The definition in the Standard Specifications for “Contract Bond” applies to whatever bond
43 form(s) are required by the Contract Documents, which may be a combination of a Payment
44 Bond and a Performance Bond.
45

1 **Contract Documents**

2 See definition for "Contract".

4 **Contract Time**

5 The period of time established by the terms and conditions of the Contract within which the
6 Work must be physically completed.

8 **Notice of Award**

9 The written notice from the Contracting Agency to the successful Bidder signifying the
10 Contracting Agency's acceptance of the Bid Proposal.

12 **Notice to Proceed**

13 The written notice from the Contracting Agency or Engineer to the Contractor authorizing
14 and directing the Contractor to proceed with the Work and establishing the date on which the
15 Contract time begins.

17 **Traffic**

18 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and
19 equestrian traffic.

21 **1-02 BID PROCEDURES AND CONDITIONS**

23 **1-02.1 Prequalification of Bidders**

25 Delete this Section and replace it with the following:

27 **1-02.1 Qualifications of Bidder**

28 *(January 24, 2011 APWA GSP)*

30 Before award of a public works contract, a bidder must meet at least the minimum
31 qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be
32 awarded a public works project.

34 **1-02.2 Plans and Specifications**

35 *(June 27, 2011 APWA GSP)*

37 Delete this section and replace it with the following:

39 Information as to where Bid Documents can be obtained or reviewed can be found in the Call
40 for Bids (Advertisement for Bids) for the work.

42 After award of the contract, plans and specifications will be issued to the Contractor at no
43 cost as detailed below:

1

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	5	Furnished automatically upon award.
Contract Provisions	5	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	3	Furnished only upon request.

2

3

Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor's own expense.

4

5

6

1-02.4(1) General

7

(March 17, 2010 R&E GSP)

8

Section 1-02.4(1) is supplemented with the following:

9

10

If the Bidder finds any discrepancy in, or omission from the specifications or plans, or if there is any doubt as to their meaning, the Bidder shall promptly notify Reichhardt & Ebe Engineering, Inc. (360) 354-3687. Any addenda issued during the time of bidding will be numbered consecutively and will be incorporated into these contract documents. The Bidder shall be responsible to ascertain, prior to submittal of a bid proposal that all addenda issued have been received, and are acknowledged on the "Bid Proposal Signature and Addendum Acknowledgment" form. Addendums will only be issued to those contractors appearing on the Plan Holders List at Reichhardt & Ebe Engineering, 423 Front Street, Lynden WA. It will be the responsibility of the contractor to ensure their name appears on the Plan Holders List.

11

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Any interpretation or correction of the bid documents will be made only by addendum, and a copy of such addendum will be mailed or delivered to each person whose name appears on the Plan Holders List. The Contracting Agency will not be responsible for any other explanations or interpretations of the bid documents. No oral interpretations by the Contracting Agency of any provision in the bid documents will be considered binding.

21

22

23

24

25

26

Pre-Bid Conference

27

Due to the nature of the project, the Contracting Agency will hold one pre-bid conference for all proposal holders for this project. Subcontractors or other plan holders are encouraged to attend.

28

29

30

31

Those prospective bidders wanting to take part in the Pre-Bid Conference shall meet at the Ferndale City Hall, 2095 Main Street, Ferndale, Washington 98248. The meeting will start at 10 AM July 24, 2014. A jobsite visit may follow upon request. Attendance at this Pre-Bid Conference is not mandatory.

32

33

34

35

36

1 **1-02.4(2) Subsurface Information**

2 *(March 8, 2013 APWA GSP)*

3 The second sentence in the first paragraph is revised to read:

4
5 The Summary of Geotechnical Conditions and the boring logs, if and when included as an
6 appendix to the Special Provisions, shall be considered as part of the Contract.
7

8 **1-02.5 Proposal Forms**

9 *(June 27, 2011 APWA GSP)*

10
11 Delete this section and replace it with the following:

12
13 The Proposal Form will identify the project and its location and describe the work. It will
14 also list estimated quantities, units of measurement, the items of work, and the materials to be
15 furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that
16 call for, but are not limited to, unit prices; extensions; summations; the total bid amount;
17 signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda;
18 the bidder's name, address, telephone number, and signature; the bidder's D/M/WBE
19 commitment, if applicable; a State of Washington Contractor's Registration Number; and a
20 Business License Number, if applicable. Bids shall be completed by typing or shall be
21 printed in ink by hand, preferably in black ink. The required certifications are included as
22 part of the Proposal Form.
23

24 The Contracting Agency reserves the right to arrange the proposal forms with alternates and
25 additives, if to the advantage of the Contracting Agency. The bidder shall bid on all
26 alternates and additives set forth in the Proposal Form unless otherwise specified.
27

28 **1-02.6 Preparation of Proposal**

29 *(June 27, 2011 APWA GSP)*

30
31 Supplement the second paragraph with the following:

- 32
33 4. If a minimum bid amount has been established for any item, the unit or lump sum price
34 must equal or exceed the minimum amount stated.
35 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed
36 by the signer of the bid.
37

38 Delete the last paragraph, and replace it with the following:

39
40 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.
41

42 A bid by a corporation shall be executed in the corporate name, by the president or a vice
43 president (or other corporate officer accompanied by evidence of authority to sign).
44

1 A bid by a partnership shall be executed in the partnership name, and signed by a partner. A
2 copy of the partnership agreement shall be submitted with the Bid Form if any D/M/WBE
3 requirements are to be satisfied through such an agreement.
4

5 A bid by a joint venture shall be executed in the joint venture name and signed by a member
6 of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid
7 Form if any D/W/MBE requirements are to be satisfied through such an agreement.
8

9 Section 1-02.6 is supplemented with the following:
10

11 *(August 7, 2006)*

12 ***Cumulative Alternates Bidding***

13 This Bid Proposal requires the bidder to bid cumulative Alternates as part of the bid. As
14 such the bidder is required to submit a Base Bid and a bid for each of the cumulative
15 Alternate(s) A1, A2, A3, (etcetera.)
16

17 **Bid Proposal**

18 The bid proposal is composed of the following parts:
19

20 1. Base Bid

21 The base bid shall include constructing all items included in the proposal
22 *except* those items contained in the Alternate(s) A1, A2, A3, (etcetera.)
23

24 2. Alternate(s) A1, A2, A3, (etcetera)

25 a. Alternate A1

26 Based on constructing (*** \$\$ planing and overlaying Yew Avenue in
27 Blaine, WA \$\$ ***)
28

29 The bid items for Alternate A1 are as listed in the bid proposal.
30

31 **Bidding Procedures**

32 To be considered responsive the bidder shall submit a price on each and every item of
33 work included in the Base Bid and all Alternate(s.)
34

35 **Award Procedures**

36 The successful bidder will be the bidder submitting the lowest responsible bid for the
37 preference, listed in the order below, which is within the amount of Available Funds for
38 the project to be announced at the time of the bid opening. Available Funds will be
39 announced immediately prior to the opening of bids.
40

41 1. Preference 1: Lowest total for Base Bid plus Alternate A1.

42 2. Preference 2: Lowest total for Base Bid.
43
44

45 In any case, the award will be subject to the requirements of Section 1-03.

1 **1-02.7 Bid Deposit**

2 *(March 8, 2013 APWA GSP)*

3
4 Supplement this section with the following:

5
6 Bid bonds shall contain the following:

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

17
18 If so stated in the Contract Provisions, bidder must use the bond form included in the
19 Contract Provisions.

20
21 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

22
23 *(February 1, 2008, R&E GSP)*

24 Section 1-02.7 is supplemented with the following:

25
26 All bid bonds shall be made payable to the City of Ferndale.

27
28 **1-02.9 Delivery of Proposal**

29 *(August 15, 2012 APWA GSP, Option A)*

30
31 Delete this section and replace it with the following:

32
33 Each proposal shall be submitted in a sealed envelope, with the Project Name and Project
34 Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as
35 otherwise required in the Bid Documents, to ensure proper handling and delivery.

36
37 If the project has FHWA funding and requires DBE Written Confirmation Documents or
38 Good Faith Effort Documentation, then to be considered responsive, the Bidder shall submit
39 with their Bid Proposal, written Confirmation Documentation from each DBE firm listed on
40 the Bidder's completed DBE Utilization Certification, form 272-056A EF, as required by
41 Section 1-02.6.

42
43 The Contracting Agency will not open or consider any Bid Proposal that is received after the
44 time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other
45 than that specified in the Call for Bids.
46

1 **1-02.12 Public Opening of Proposals**

2 *(May 4, 2012 APWA GSP)*

3
4 Delete this section and replace it with the following:

5
6 Proposals will be opened and publicly read at the time indicated in the Call for Bids, after the
7 deadline(s) for submitting all elements of the Bid Proposal including DBE Written
8 Confirmation Documents and/or Good Faith Effort Documentation, unless the Bid opening
9 has been delayed or canceled. Bidders, their authorized agents, and other interested parties
10 are invited to be present.

11 **1-02.13 Irregular Proposals**

12 *(March 13, 2012 APWA GSP)*

13
14 Revise item 1 to read:

- 15
16 1. A proposal will be considered irregular and will be rejected if:
- 17 a. The Bidder is not prequalified when so required;
 - 18 b. The authorized proposal form furnished by the Contracting Agency is not used or
19 is altered;
 - 20 c. The completed proposal form contains any unauthorized additions, deletions,
21 alternate Bids, or conditions;
 - 22 d. The Bidder adds provisions reserving the right to reject or accept the award, or
23 enter into the Contract;
 - 24 e. A price per unit cannot be determined from the Bid Proposal;
 - 25 f. The Proposal form is not properly executed;
 - 26 g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable,
27 as required in Section 1-02.6;
 - 28 h. The Bidder fails to submit or properly complete a Disadvantaged Business
29 Enterprise Certification, if applicable, as required in Section 1-02.6;
 - 30 i. The Bidder fails to submit written confirmation from each DBE firm listed on the
31 Bidder's completed DBE Utilization Certification that they are in agreement with
32 the bidders DBE participation commitment, if applicable, as required in Section
33 1-02.6, or if the written confirmation that is submitted fails to meet the
34 requirements of the Special Provisions;
 - 35 j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable,
36 as required in Section 1-02.6, or if the documentation that is submitted fails to
37 demonstrate that a Good Faith Effort to meet the Condition of Award was made;
 - 38 k. The Bid Proposal does not constitute a definite and unqualified offer to meet the
39 material terms of the Bid invitation; or
 - 40 l. More than one proposal is submitted for the same project from a Bidder under the
41 same or different names.
- 42
43
44

1 (December 29, 2008 R&E GSP)

2 Item 1a is supplemented with the following:

3
4 "Bidders do not have to be pre-qualified."

5
6 **1-02.14 Disqualification of Bidders**

7 (March 8, 2013 APWA GSP, Option B)

8
9 Delete this Section and replace it with the following:

10
11 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder
12 responsibility criteria in RCW 39.04.350(1), as amended; or does not meet the following
13 Supplemental Criteria:

14
15 1. **Delinquent State Taxes**

16
17 A Criterion: The Bidder shall not owe delinquent taxes to the Washington State
18 Department of Revenue without a payment plan approved by the Department of
19 Revenue.

20
21 B. Documentation: The Bidder shall not be listed on the Washington State
22 Department of Revenue's "Delinquent Taxpayer List" website:
23 <http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx> , or if they are
24 so listed, they must submit a written payment plan approved by the Department
25 of Revenue, to the Contracting Agency by the deadline listed below.

26
27 2. **Federal Debarment**

28
29 A Criterion: The Bidder shall not currently be debarred or suspended by the
30 Federal government.

31
32 B. Documentation: The Bidder shall not be listed as having an "active exclusion"
33 on the U.S. government's "System for Award Management" database
34 (www.sam.gov).

35
36 3. **Subcontractor Responsibility**

37
38 A Criterion: The Bidder's standard subcontract form shall include the
39 subcontractor responsibility language required by RCW 39.06.020, and the
40 Bidder shall have an established procedure which it utilizes to validate the
41 responsibility of each of its subcontractors. The Bidder's subcontract form shall
42 also include a requirement that each of its subcontractors shall have and
43 document a similar procedure to determine whether the sub-tier subcontractors
44 with whom it contracts are also "responsible" subcontractors as defined by
45 RCW 39.06.020.
46

- 1 B. Documentation: The Bidder, if and when required as detailed below, shall
2 submit a copy of its standard subcontract form for review by the Contracting
3 Agency, and a written description of its procedure for validating the
4 responsibility of subcontractors with which it contracts.
5

6 4. **Prevailing Wages**
7

- 8 A. Criterion: The Bidder shall not have a record of prevailing wage violations as
9 determined by WA Labor & Industries in the five years prior to the bid
10 submittal date, that demonstrates a pattern of failing to pay workers prevailing
11 wages, unless there are extenuating circumstances and such circumstances are
12 deemed acceptable to the Contracting Agency.
13

- 14 B. Documentation: The Bidder, if and when required as detailed below, shall
15 submit a list of all prevailing wage violations in the five years prior to the bid
16 submittal date, along with an explanation of each violation and how it was
17 resolved. The Contracting Agency will evaluate these explanations and the
18 resolution of each complaint to determine whether the violation demonstrate a
19 pattern of failing to pay its workers prevailing wages as required.
20

21 5. **Claims Against Retainage and Bonds**
22

- 23 A. Criterion: The Bidder shall not have a record of excessive claims filed against
24 the retainage or payment bonds for public works projects in the three years prior
25 to the bid submittal date, that demonstrate a lack of effective management by
26 the Bidder of making timely and appropriate payments to its subcontractors,
27 suppliers, and workers, unless there are extenuating circumstances and such
28 circumstances are deemed acceptable to the Contracting Agency.
29

- 30 B. Documentation: The Bidder, if and when required as detailed below, shall
31 submit a list of the public works projects completed in the three years prior to
32 the bid submittal date that have had claims against retainage and bonds and
33 include for each project the following information:
34

- 35 • Name of project
- 36 • The owner and contact information for the owner;
- 37 • A list of claims filed against the retainage and/or payment bond for any
38 of the projects listed;
- 39 • A written explanation of the circumstances surrounding each claim and
40 the ultimate resolution of the claim.
41

42 6. **Public Bidding Crime**
43

- 44 A. Criterion: The Bidder and/or its owners shall not have been convicted of a crime
45 involving bidding on a public works contract in the five years prior to the bid
46 submittal date.

- 1 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
2 statement (on a form to be provided by the Contracting Agency) that the Bidder
3 and/or its owners have not been convicted of a crime involving bidding on a
4 public works contract.
5

6 7. **Termination for Cause / Termination for Default**
7

- 8 A. Criterion: The Bidder shall not have had any public works contract terminated
9 for cause or terminated for default by a government agency in the five years
10 prior to the bid submittal date, unless there are extenuating circumstances and
11 such circumstances are deemed acceptable to the Contracting Agency.
12

- 13 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
14 statement (on a form to be provided by the Contracting Agency) that the Bidder
15 has not had any public works contract terminated for cause or terminated for
16 default by a government agency in the five years prior to the bid submittal date;
17 or if Bidder was terminated, describe the circumstances. .
18

19 8. **Lawsuits**
20

- 21 A. Criterion: The Bidder shall not have lawsuits with judgments entered against the
22 Bidder in the five years prior to the bid submittal date that demonstrate a pattern
23 of failing to meet the terms of contracts, unless there are extenuating
24 circumstances and such circumstances are deemed acceptable to the Contracting
25 Agency
26

- 27 B. Documentation: The Bidder, if and when required as detailed below, shall sign a
28 statement (on a form to be provided by the Contracting Agency) that the Bidder
29 has not had any lawsuits with judgments entered against the Bidder in the five
30 years prior to the bid submittal date that demonstrate a pattern of failing to meet
31 the terms of contracts, or shall submit a list of all lawsuits with judgments
32 entered against the Bidder in the five years prior to the bid submittal date, along
33 with a written explanation of the circumstances surrounding each such lawsuit.
34 The Contracting Agency shall evaluate these explanations to determine whether
35 the lawsuits demonstrate a pattern of failing to meet of terms of construction
36 related contracts
37

38 As evidence that the Bidder meets the mandatory and supplemental responsibility criteria
39 stated above, the apparent two lowest Bidders must submit to the Contracting Agency by
40 12:00 P.M. (noon) of the second business day following the bid submittal deadline, a
41 written statement verifying that the Bidder meets all of the mandatory and supplemental
42 criteria together with supporting documentation including but not limited to that detailed
43 above (sufficient in the sole judgment of the Contracting Agency) demonstrating
44 compliance with all mandatory and supplemental responsibility criteria. The Contracting
45 Agency reserves the right to request such documentation from other Bidders as well, and to
46 request further documentation as needed to assess Bidder responsibility. The Contracting

1 Agency also reserves the right to obtain information from third-parties and independent
2 sources of information concerning a Bidder's compliance with the mandatory and
3 supplemental criteria, and to use that information in their evaluation. The Contracting
4 Agency may (but is not required to) consider mitigating factors in determining whether the
5 Bidder complies with the requirements of the supplemental criteria.
6

7 The basis for evaluation of Bidder compliance with these mandatory and supplemental
8 criteria shall include any documents or facts obtained by Contracting Agency (whether
9 from the Bidder or third parties) including but not limited to: (i) financial, historical, or
10 operational data from the Bidder; (ii) information obtained directly by the Contracting
11 Agency from others for whom the Bidder has worked, or other public agencies or private
12 enterprises; and (iii) any additional information obtained by the Contracting Agency which
13 is believed to be relevant to the matter.
14

15 If the Contracting Agency determines the Bidder does not meet the bidder responsibility
16 criteria above and is therefore not a responsible Bidder, the Contracting Agency shall
17 notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees
18 with this determination, it may appeal the determination within two (2) business days of the
19 Contracting Agency's determination by presenting its appeal and any additional
20 information to the Contracting Agency. The Contracting Agency will consider the appeal
21 and any additional information before issuing its final determination. If the final
22 determination affirms that the Bidder is not responsible, the Contracting Agency will not
23 execute a contract with any other Bidder until at least two business days after the Bidder
24 determined to be not responsible has received the Contracting Agency's final
25 determination.
26

27 Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with
28 concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility
29 Criteria may make or submit requests to the Contracting Agency to modify the criteria.
30 Such requests shall be in writing, describe the nature of the concerns, and propose specific
31 modifications to the criteria. Bidders shall submit such requests to the Contracting Agency
32 no later than five (5) business days prior to the bid submittal deadline and address the
33 request to the Project Engineer or such other person designated by the Contracting Agency
34 in the Bid Documents.
35

36 **1-02.15 Pre Award Information**

37 *(August 14, 2013 APWA GSP)*
38

39 Revise this section to read:
40

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

- 43 1. A complete statement of the origin, composition, and manufacture of any or all materials
44 to be used,
- 45 2. Samples of these materials for quality and fitness tests,
- 46 3. A progress schedule (in a form the Contracting Agency requires) showing the order of

- 1 and time required for the various phases of the work,
2 4. A breakdown of costs assigned to any bid item,
3 5. Attendance at a conference with the Engineer or representatives of the Engineer,
4 6. Obtain, and furnish a copy of, a business license to do business in the city or county
5 where the work is located.
6 7. Any other information or action taken that is deemed necessary to ensure that the bidder
7 is the lowest responsible bidder.
8

9 *(December 29, 2008 R&E GSP)*

10 Section 1-02.15 is supplemented with the following:
11

- 12 9. Evidence of financial resources and experience,
13 10. Organization and equipment the Bidder has available for the performance of the
14 contract by the Bidder and each proposed subcontractor.
15

16 **1-03 AWARD AND EXECUTION OF CONTRACT** 17

18 **1-03.1 Consideration of Bids**

19 *(January 23, 2006 APWA GSP)*
20

21 Revise the first paragraph to read:
22

23 After opening and reading proposals, the Contracting Agency will check them for correctness
24 of extensions of the prices per unit and the total price. If a discrepancy exists between the
25 price per unit and the extended amount of any bid item, the price per unit will control. If a
26 minimum bid amount has been established for any item and the bidder's unit or lump sum
27 price is less than the minimum specified amount, the Contracting Agency will unilaterally
28 revise the unit or lump sum price, to the minimum specified amount and recalculate the
29 extension. The total of extensions, corrected where necessary, including sales taxes where
30 applicable and such additives and/or alternates as selected by the Contracting Agency, will be
31 used by the Contracting Agency for award purposes and to fix the Awarded Contract Price
32 amount and the amount of the contract bond.
33

34 **1-03.3 Execution of Contract**

35 *(October 1, 2005 APWA GSP)*
36

37 Revise this section to read:
38

39 Copies of the Contract Provisions, including the unsigned Form of Contract, will be available
40 for signature by the successful bidder on the first business day following award. The number
41 of copies to be executed by the Contractor will be determined by the Contracting Agency.
42

43 Within 10 calendar days after the award date, the successful bidder shall return the signed
44 Contracting Agency-prepared contract, an insurance certification as required by Section 1-
45 07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of the

contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

If the bidder experiences circumstances beyond their control that prevents return of the contract documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of 10 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.4 Contract Bond
(October 1, 2005 APWA GSP)

Revise the first paragraph to read:

The successful bidder shall provide an executed contract bond for the full contract amount. This contract bond shall:

1. Be on a Contracting Agency-furnished form;
2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time;
4. Guarantee that the surety shall indemnify, defend, and protect the Contracting Agency against any claim of direct or indirect loss resulting from the failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the contract, or
 - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond must be signed by the president or vice-president, unless accompanied by written proof of the authority of the individual signing the bond to bind the corporation (i.e., corporate resolution, power of attorney or a letter to such effect by the president or vice-president).

1 **1-04 SCOPE OF THE WORK**

2 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and**
3 **Addenda**

4 *(March 13, 2012 APWA GSP)*

5 Revise the second paragraph to read:

6
7 Any inconsistency in the parts of the contract shall be resolved by following this order of
8 precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

- 9 1. Addenda,
10 2. Proposal Form,
11 3. Special Provisions,
12 4. Contract Plans,
13 5. Amendments to the Standard Specifications,
14 6. Standard Specifications,
15 7. Contracting Agency's Standard Plans or Details (if any), and
16 8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

17
18 **1-04.6 Variation in Estimated Quantities**

19 *(May 25, 2006 APWA GSP; may not be used on FHWA-funded projects)*

20
21 Supplement this Section with the following:

22 The quantities for:

23
24 Saw-cut ACP
25 Saw-cut PCC
26 Roadway Excavation Including Haul
27 Unsuitable Foundation Excavation Incl. Haul
28 Gravel Base
29 Crushed Surfacing Top Course
30 Solid Locking Frame and Cover
31 Seeded Lawn Installation
32 Cement Conc. Traffic Curb & Gutter
33 Cement Conc. Traffic Curb
34 Cement Conc. Sidewalk
35

36
37 have been entered into the Proposal only to provide a common proposal for bidders. Actual
38 quantities will be determined in the field as the work progresses, and will be paid at the
39 original bid price, regardless of final quantity. These bid items shall not be subject to the
40 provisions of 1-04.6 of the Standard Specifications.
41
42

1 **1-05 CONTROL OF WORK**

2
3 **1-05.4 Conformity with and Deviations from Plans and Stakes**

4 *(March 30, 2007 R&E GSP)*

5
6 Section 1-05.4 is supplemented with the following:

7 Survey stakes will be provided by the Contracting Agency in accordance with this Section, as
8 supplemented by the following:

- 9
- 10 1. Clearing stakes (no vertical control) will be placed at the approximate limits of clearing
11 prior to the Contractor's clearing and grubbing operations.
12
 - 13 2. Cut/fill stakes will be placed after completion of clearing and grubbing. The Contractor
14 shall designate a qualified supervising grade checker for the project. This grade checker
15 shall meet with the Engineer prior to the beginning of grading operations in order to
16 develop a mutually agreeable staking and notation system for the project.
17
 - 18 3. Offset stakes and grade hubs will be provided for enclosed drain lines, sanitary sewer
19 mains, water mains, manhole structures and fire hydrants, according to the system agreed
20 on by the grade checker Engineer.
21
 - 22 4. The Engineer will not provide grade hubs within the traveled way on any section of road
23 concurrent with the Contractor's hauling operations on that particular section of road.
24
 - 25 5. Grade hubs will be provided only for the top of the ballast course. In order to eliminate
26 unnecessary destruction of grade hubs, these hubs will not be placed within the traveled
27 way until grading has been completed to plus or minus 0.05 feet, based on cut stake
28 information, and until the roadway where the hubs are to be placed has been compacted
29 to the satisfaction of the Engineer.
30
 - 31 6. Staking for curb and gutter will be set on intervals of 25 feet. Curb and gutter grades
32 must conform to within plus or minus 0.02 feet of elevations shown on the Project Plans.
33 Deviation from this specification will be cause for rejection of non-conforming work.
34 Asphalt finish graded must conform to within plus or minus 0.03 feet of elevations shown
35 on the Project Plans.
36
 - 37 7. Any additional survey stakes not specified herein or any replacement of survey stakes
38 provided, will be accomplished by the Engineer at the Contractor's expense. The City of
39 Ferndale may require payment from the Contractor for such additional or redundant
40 surveying in an amount not to exceed the labor and equipment costs directly assignable to
41 the additional work. Such costs may be deducted from payments due the Contractor in
42 accordance with the provisions of Section 1-05.4.
43
 - 44 8. Any claim by the Contractor for extra compensation by reason of alterations or
45 reconstruction work allegedly due to error in the Engineer's line and grade will not be
46 considered unless the original control points set by the Engineer still exist.

1 **1-05.7 Removal of Defective and Unauthorized Work**
2 *(October 1, 2005 APWA GSP)*
3

4 Supplement this section with the following:
5

6 If the Contractor fails to remedy defective or unauthorized work within the time specified in
7 a written notice from the Engineer, or fails to perform any part of the work required by the
8 Contract Documents, the Engineer may correct and remedy such work as may be identified
9 in the written notice, with Contracting Agency forces or by such other means as the
10 Contracting Agency may deem necessary.
11

12 If the Contractor fails to comply with a written order to remedy what the Engineer
13 determines to be an emergency situation, the Engineer may have the defective and
14 unauthorized work corrected immediately, have the rejected work removed and replaced, or
15 have work the Contractor refuses to perform completed by using Contracting Agency or
16 other forces. An emergency situation is any situation when, in the opinion of the Engineer, a
17 delay in its remedy could be potentially unsafe, or might cause serious risk of loss or damage
18 to the public.
19

20 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
21 remedying defective or unauthorized work, or work the Contractor failed or refused to
22 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from
23 monies due, or to become due, the Contractor. Such direct and indirect costs shall include in
24 particular, but without limitation, compensation for additional professional services required,
25 and costs for repair and replacement of work of others destroyed or damaged by correction,
26 removal, or replacement of the Contractor's unauthorized work.
27

28 No adjustment in contract time or compensation will be allowed because of the delay in the
29 performance of the work attributable to the exercise of the Contracting Agency's rights
30 provided by this Section.
31

32 The rights exercised under the provisions of this section shall not diminish the Contracting
33 Agency's right to pursue any other avenue for additional remedy or damages with respect to
34 the Contractor's failure to perform the work as required.
35

36 **1-05.11 Final Inspection**
37

38 Delete this section and replace it with the following:
39

40 **1-05.11 Final Inspections and Operational Testing**
41 *(October 1, 2005 APWA GSP)*
42

43 **1-05.11(1) Substantial Completion Date**
44

45 When the Contractor considers the work to be substantially complete, the Contractor shall so
46 notify the Engineer and request the Engineer establish the Substantial Completion Date. The

1 Contractor's request shall list the specific items of work that remain to be completed in order
2 to reach physical completion. The Engineer will schedule an inspection of the work with the
3 Contractor to determine the status of completion. The Engineer may also establish the
4 Substantial Completion Date unilaterally.

5
6 If, after this inspection, the Engineer concurs with the Contractor that the work is
7 substantially complete and ready for its intended use, the Engineer, by written notice to the
8 Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer
9 does not consider the work substantially complete and ready for its intended use, the
10 Engineer will, by written notice, so notify the Contractor giving the reasons therefor.

11
12 Upon receipt of written notice concurring in or denying substantial completion, whichever is
13 applicable, the Contractor shall pursue vigorously, diligently and without unauthorized
14 interruption, the work necessary to reach Substantial and Physical Completion. The
15 Contractor shall provide the Engineer with a revised schedule indicating when the Contractor
16 expects to reach substantial and physical completion of the work.

17
18 The above process shall be repeated until the Engineer establishes the Substantial
19 Completion Date and the Contractor considers the work physically complete and ready for
20 final inspection.

21 22 **1-05.11(2) Final Inspection and Physical Completion Date**

23
24 When the Contractor considers the work physically complete and ready for final inspection,
25 the Contractor by written notice, shall request the Engineer to schedule a final inspection.
26 The Engineer will set a date for final inspection. The Engineer and the Contractor will then
27 make a final inspection and the Engineer will notify the Contractor in writing of all
28 particulars in which the final inspection reveals the work incomplete or unacceptable. The
29 Contractor shall immediately take such corrective measures as are necessary to remedy the
30 listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without
31 interruption until physical completion of the listed deficiencies. This process will continue
32 until the Engineer is satisfied the listed deficiencies have been corrected.

33
34 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the
35 written notice listing the deficiencies, the Engineer may, upon written notice to the
36 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to
37 Section 1-05.7.

38 The Contractor will not be allowed an extension of contract time because of a delay in the
39 performance of the work attributable to the exercise of the Engineer's right hereunder.

40
41 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
42 Contracting Agency, in writing, of the date upon which the work was considered physically
43 complete. That date shall constitute the Physical Completion Date of the contract, but shall
44 not imply acceptance of the work or that all the obligations of the Contractor under the
45 contract have been fulfilled.

1 **1-05.11(3) Operational Testing**

2
3 It is the intent of the Contracting Agency to have at the Physical Completion Date a complete
4 and operable system. Therefore when the work involves the installation of machinery or
5 other mechanical equipment; street lighting, electrical distribution or signal systems;
6 irrigation systems; buildings; or other similar work it may be desirable for the Engineer to
7 have the Contractor operate and test the work for a period of time after final inspection but
8 prior to the physical completion date. Whenever items of work are listed in the Contract
9 Provisions for operational testing they shall be fully tested under operating conditions for the
10 time period specified to ensure their acceptability prior to the Physical Completion Date.
11 During and following the test period, the Contractor shall correct any items of workmanship,
12 materials, or equipment which prove faulty, or that are not in first class operating condition.
13 Equipment, electrical controls, meters, or other devices and equipment to be tested during
14 this period shall be tested under the observation of the Engineer, so that the Engineer may
15 determine their suitability for the purpose for which they were installed. The Physical
16 Completion Date cannot be established until testing and corrections have been completed to
17 the satisfaction of the Engineer.

18 The costs for power, gas, labor, material, supplies, and everything else needed to successfully
19 complete operational testing, shall be included in the unit contract prices related to the
20 system being tested, unless specifically set forth otherwise in the proposal.
21

22 Operational and test periods, when required by the Engineer, shall not affect a
23 manufacturer's guaranties or warranties furnished under the terms of the contract.
24

25 **1-05.13 Superintendents, Labor and Equipment of Contractor**

26 *(March 25, 2009 APWA GSP)*

27
28 Revise the seventh paragraph to read:

29
30 Whenever the Contracting Agency evaluates the Contractor's qualifications pursuant to
31 Section 1-02.14, it will take these performance reports into account.
32

33 **1-05.14 Cooperation with Other Contractors**

34 *(March 13, 1995 WSDOT GSP)*

35
36 Section 1-05.14 is supplemented with the following:

37
38 ***Other Contracts or Other Work***

39 It is anticipated that the following work adjacent to or within the limits of the Barrett Avenue
40 Project will be performed by others during the course of this project and will require
41 coordination of the work:
42

43 **Comcast (Communications):** Utility Construction
44 Project Limits: Beginning of Project to the End of Project
45 Relocating and adjusting their facilities to accommodate project improvement.
46 Existing utilities will be impacted as a result of the Contractor's work.

1 **Church Road Improvement Project:** Construction Work for installing sanitary
2 sewer, storm drain, watermain, roadway widening, and curb, gutter, sidewalk.
3 Project Limits: Church Road, from Main Street to Thornton Street.
4

5 It is anticipated that the Church Road Improvements Project contractor could haul
6 materials along Barrett Avenue.
7

8 **1-05.15 Method of Serving Notices**
9 *(March 25, 2009 APWA GSP)*

10 Revise the second paragraph to read:

11
12 All correspondence from the Contractor shall be directed to the Project Engineer. All
13 correspondence from the Contractor constituting any notification, notice of protest, notice of
14 dispute, or other correspondence constituting notification required to be furnished under the
15 Contract, must be in paper format, hand delivered or sent via mail delivery service to the
16 Project Engineer's office. Electronic copies such as e-mails or electronically delivered copies
17 of correspondence will not constitute such notice and will not comply with the requirements
18 of the Contract.
19

20 Add the following new section:

21
22 **1-05.16 Water and Power**
23 *(October 1, 2005 APWA GSP)*
24

25 The Contractor shall make necessary arrangements, and shall bear the costs for power and
26 water necessary for the performance of the work, unless the contract includes power and
27 water as a pay item.
28

29 Add the following new section:

30
31 **1-05.17 Oral Agreements**
32 *(October 1, 2005 APWA GSP)*
33

34 No oral agreement or conversation with any officer, agent, or employee of the Contracting
35 Agency, either before or after execution of the contract, shall affect or modify any of the
36 terms or obligations contained in any of the documents comprising the contract. Such oral
37 agreement or conversation shall be considered as unofficial information and in no way
38 binding upon the Contracting Agency, unless subsequently put in writing and signed by the
39 Contracting Agency.
40
41

1 **1-06 CONTROL OF MATERIALS**

2
3 **1-06.4 Handling and Storing Materials**

4 *(February 1, 2008 R&E GSP)*

5
6 Section 1-06.4 is supplemented with the following:

7
8 The Contractor shall make arrangements for storage of equipment and materials.

9
10 No staging area is provided by the Contracting Agency.

11
12 **1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

13
14 **1-07.1 Laws to Be Observed**

15 *(October 1, 2005 APWA GSP)*

16
17 Supplement this section with the following:

18
19 In cases of conflict between different safety regulations, the more stringent regulation shall
20 apply.

21
22 The Washington State Department of Labor and Industries shall be the sole and paramount
23 administrative agency responsible for the administration of the provisions of the Washington
24 Industrial Safety and Health Act of 1973 (WISHA).

25
26 The Contractor shall maintain at the project site office, or other well known place at the
27 project site, all articles necessary for providing first aid to the injured. The Contractor shall
28 establish, publish, and make known to all employees, procedures for ensuring immediate
29 removal to a hospital, or doctor's care, persons, including employees, who may have been
30 injured on the project site. Employees should not be permitted to work on the project site
31 before the Contractor has established and made known procedures for removal of injured
32 persons to a hospital or a doctor's care.

33
34 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the
35 Contractor's plant, appliances, and methods, and for any damage or injury resulting from
36 their failure, or improper maintenance, use, or operation. The Contractor shall be solely and
37 completely responsible for the conditions of the project site, including safety for all persons
38 and property in the performance of the work. This requirement shall apply continuously, and
39 not be limited to normal working hours. The required or implied duty of the Engineer to
40 conduct construction review of the Contractor's performance does not, and shall not, be
41 intended to include review and adequacy of the Contractor's safety measures in, on, or near
42 the project site.

43
44 *(August 4, 2011 R&E GSP)*

45 ***Confined Space***

46 Confined spaces are known to exist at the following locations:

1 *** All existing storm drain facilities and sanitary sewer facilities affected by the project and
2 all proposed storm drain and sanitary sewer facilities***
3

4 The Contractor shall be fully responsible for the safety and health of all on-site workers and
5 compliant with Washington Administrative Code (WAC 296-809).
6

7 The Contractor shall prepare and implement a confined space program for each of the
8 confined spaces identified above. The Contractors Confined Space program shall be sent to
9 the contracting agency at least 5 days prior to the Contractor beginning work in or adjacent
10 to the confined space. No work shall be performed in or adjacent to the confined space until
11 the plan is submitted to the Engineer as required. The Contractor shall communicate with the
12 Project Engineer to ensure a coordinated effort for providing and maintaining a safe worksite
13 for both the Contracting Agency's and Contractor's workers when working in or near a
14 confined space.
15

16 All costs to prepare and implement the confined space program shall be included in the bid
17 prices for the various items associated with the confined space work.
18

19 **1-07.2 State Taxes**

20

21 Delete this section, including its sub-sections, in its entirety and replace it with the following:
22

23 **1-07.2 State Sales Tax** 24 *(June 27, 2011 APWA GSP)* 25

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

31 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract
32 amounts. In some cases, however, state retail sales tax will not be included. Section 1-
33 07.2(2) describes this exception.
34

35 The Contracting Agency will pay the retained percentage (or release the Contract Bond if a
36 FHWA-funded Project) only if the Contractor has obtained from the Washington State
37 Department of Revenue a certificate showing that all contract-related taxes have been paid
38 (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor
39 any amount the Contractor may owe the Washington State Department of Revenue, whether
40 the amount owed relates to this contract or not. Any amount so deducted will be paid into
41 the proper State fund.
42

1 **1-07.2(1) State Sales Tax — Rule 171**

2
3 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets,
4 roads, etc., which are owned by a municipal corporation, or political subdivision of the state,
5 or by the United States, and which are used primarily for foot or vehicular traffic. This
6 includes storm or combined sewer systems within and included as a part of the street or road
7 drainage system and power lines when such are part of the roadway lighting system. For
8 work performed in such cases, the Contractor shall include Washington State Retail Sales
9 Taxes in the various unit bid item prices, or other contract amounts, including those that the
10 Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in
11 doing the work.
12

13 **1-07.2(2) State Sales Tax — Rule 170**

14
15 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or
16 existing buildings, or other structures, upon real property. This includes, but is not limited to,
17 the construction of streets, roads, highways, etc., owned by the state of Washington; water
18 mains and their appurtenances; sanitary sewers and sewage disposal systems unless such
19 sewers and disposal systems are within, and a part of, a street or road drainage system;
20 telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above
21 streets or roads, unless such power lines become a part of a street or road lighting system;
22 and installing or attaching of any article of tangible personal property in or to real property,
23 whether or not such personal property becomes a part of the realty by virtue of installation.
24

25 For work performed in such cases, the Contractor shall collect from the Contracting Agency,
26 retail sales tax on the full contract price. The Contracting Agency will automatically add this
27 sales tax to each payment to the Contractor. For this reason, the Contractor shall not include
28 the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule
29 170, with the following exception.
30

31 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or
32 a subcontractor makes on the purchase or rental of tools, machinery, equipment, or
33 consumable supplies not integrated into the project. Such sales taxes shall be included in the
34 unit bid item prices or in any other contract amount.
35

36 **1-07.2(3) Services**

37
38 The Contractor shall not collect retail sales tax from the Contracting Agency on any contract
39 wholly for professional or other services (as defined in Washington State Department of
40 Revenue Rules 138 and 244).
41

(March 13, 1995 WSDOT GSP)

No hydraulic permits are required for this project unless the Contractor's operations use, divert, obstruct, or change the natural flow or bed of any river or stream, or utilize any of the waters of the State or materials from gravel or sand bars, or from stream beds.

1 **Department of Ecology Permits For Construction**

2 *(February 1, 2008 R&E GSP)*

3
4 The Contractor shall transfer the NPDES Construction Stormwater General Permit issued for
5 this project to the Contractor's name. The transfer will be a "Complete Transfer". Prior to
6 the Contractor beginning any work at the site, the Contractor shall provide the Engineer with
7 documents showing that the "Complete Transfer" has been approved.

8
9 All costs involved with the satisfying the NPDES Construction Stormwater General Permit
10 requirements shall be incidental to the various bid items.

11
12 **1-07.7 Load Limits**

13 *(March 13, 1995 WSDOT GSP)*

14
15 Section 1-07.7 is supplemented with the following:

16
17 If the sources of materials provided by the Contractor necessitates hauling over roads other
18 than State Highways, the Contractor shall, at the Contractor's expense, make all arrangements
19 for the use of the haul routes.

20
21 **1-07.9 Wages**

22
23 ***1-07.9(1) General***

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

25
26 (January 3, 2014)

27 The Federal wage rates incorporated in this contract have been established by the Secretary
28 of Labor under United States Department of Labor General Decision No. WA140001.

29
30 The State rates incorporated in this contract are applicable to all construction activities
31 associated with this contract.

32
33 **1-07.13 Contractor's Responsibility for Work**

34
35 **1-07.13(4) Repair of Damage**

36 *(August 6, 2001 WSDOT GSP)*

37
38 Section 1-07.13(4) is revised to read:

39
40 The Contractor shall promptly repair all damage to either temporary or permanent work as
41 directed by the Engineer. For damage qualifying for relief under Sections 1-07.13(1), 1-
42 07.13(2) or 1-07.13(3), payment will be made in accordance with Section 1-04.4. Payment
43 will be limited to repair of damaged work only. No payment will be made for delay or
44 disruption of work.

1 **1-07.15 Temporary Water Pollution/Erosion Control**
2 *(February 1, 2008 R&E GSP)*
3

4 Section 1-07.15 is supplemented with the following:
5

6 Erosion Control shall include but not be limited to preventing storm water which has come in
7 contact with disturbed or excavated areas from entering the storm drainage system. The
8 contractor will not allow flow from existing ditches or ground water to come in contact with
9 disturbed or excavated areas. The contractor shall be required to take any means necessary to
10 prevent, control and stop water pollution or erosion within the project as shown on the Plans.
11

12 **1-07.17 Utilities and Similar Facilities**
13 *(April 2, 2007 WSDOT GSP)*
14

15 Section 1-07.17 is supplemented with the following:
16

17 Locations and dimensions shown in the Plans for existing facilities are in accordance with
18 available information obtained without uncovering, measuring, or other verification.
19

20 The following addresses and telephone numbers of utility companies known or suspected of
21 having facilities within the project limits are supplied for the Contractor's convenience:
22

23 Puget Sound Energy, 1660 Park Lane, Burlington, WA 98233
24 Jane Major, (360)-766-5571
25

26 Frontier Communications, 595 Pease Road, Burlington, WA 98233
27 Barb Robinson, (360) 757-7624
28

29 Comcast Cable, 400 Sequoia Drive, Bellingham, WA 98226
30 Bill Inama (360) 527-8241
31 Thomas Hall (253) 439-8955
32

33 Cascade Natural Gas, 1910 Racine Street, Bellingham, WA 98229
34 Brandon Haugnes, (360)-733-5986
35

36 Black Rock Cable, Inc., 3229 Northshore Rd., Bellingham, WA 98226
37 Randy Wilson, (360) 734-7930
38

39 City of Ferndale Public Works, 2095 Main Street, Ferndale, WA 98248
40 Bo Westford, (360)-384-4006
41

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

2
3 Delete this section in its entirety, and replace it with the following:

4
5 **1-07.18 Insurance**

6 *(January 24, 2011 APWA GSP)*

7
8 **1-07.18(1) General Requirements**

- 9 A. The Contractor shall obtain the insurance described in this section from insurers approved by
10 the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be
11 provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating
12 Guide, which is licensed to do business in the state of Washington (or issued as a surplus line
13 by a Washington Surplus lines broker). The Contracting Agency reserves the right to
14 approve or reject the insurance provided, based on the insurer (including financial condition),
15 terms and coverage, the Certificate of Insurance, and/or endorsements.
- 16
17 B. The Contractor shall keep this insurance in force during the term of the contract and for thirty
18 (30) days after the Physical Completion date, unless otherwise indicated (see C. below).
- 19 C. If any insurance policy is written on a claims made form, its retroactive date, and that of all
20 subsequent renewals, shall be no later than the effective date of this Contract. The policy
21 shall state that coverage is claims made, and state the retroactive date. Claims-made form
22 coverage shall be maintained by the Contractor for a minimum of 36 months following the
23 Final Completion or earlier termination of this contract, and the Contractor shall annually
24 provide the Contracting Agency with proof of renewal. If renewal of the claims made form
25 of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase
26 an extended reporting period ("tail") or execute another form of guarantee acceptable to the
27 Contracting Agency to assure financial responsibility for liability for services performed.
- 28
29 D. The insurance policies shall contain a "cross liability" provision.
- 30
31 E. The Contractor's and all subcontractors' insurance coverage shall be primary and non-
32 contributory insurance as respects the Contracting Agency's insurance, self-insurance, or
33 insurance pool coverage.
- 34
35 F. The Contractor shall provide the Contracting Agency and all Additional Insureds with
36 written notice of any policy cancellation, within two business days of their receipt of such
37 notice.
- 38
39 G. Upon request, the Contractor shall forward to the Contracting Agency a full and certified
40 copy of the insurance policy(s).
- 41
42 H. The Contractor shall not begin work under the contract until the required insurance has been
43 obtained and approved by the Contracting Agency.
- 44
45 I. Failure on the part of the Contractor to maintain the insurance as required shall constitute a
46 material breach of contract, upon which the Contracting Agency may, after giving five

1 business days notice to the Contractor to correct the breach, immediately terminate the
2 contract or, at its discretion, procure or renew such insurance and pay any and all premiums
3 in connection therewith, with any sums so expended to be repaid to the Contracting Agency
4 on demand, or at the sole discretion of the Contracting Agency, offset against funds due the
5 Contractor from the Contracting Agency.

- 6 J. All costs for insurance shall be incidental to and included in the unit or lump sum prices of
7 the contract and no additional payment will be made.

8
9 **1-07.18(2) Additional Insured**

10 All insurance policies, with the exception of Professional Liability and Workers Compensation,
11 shall name the following listed entities as additional insured(s):

- 12 ▪ the Contracting Agency and its officers, elected officials, employees, agents, and
13 volunteers

14 The above-listed entities shall be additional insured(s) for the full available limits of liability
15 maintained by the Contractor, whether primary, excess, contingent or otherwise, irrespective of
16 whether such limits maintained by the Contractor are greater than those required by this
17 Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor
18 pursuant to 1-07.18(3) describes limits lower than those maintained by the Contractor.

19
20 **1-07.18(3) Subcontractors**

21 Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum
22 the insurance coverages listed in 1-07.18(5)A and 1-07.18(5)B. Upon request of the Contracting
23 Agency, the Contractor shall provide evidence of such insurance.

24
25 **1-07.18(4) Evidence of Insurance**

26 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and
27 endorsements for each policy of insurance meeting the requirements set forth herein when the
28 Contractor delivers the signed Contract for the work. The certificate and endorsements must
29 conform to the following requirements:

- 30 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
31 2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-
32 07.18(2) as Additional Insured(s), showing the policy number. The Contractor may submit a
33 copy of any blanket additional insured clause from its policies instead of a separate
34 endorsement. A statement of additional insured status on an ACORD Certificate of
35 Insurance shall not satisfy this requirement.
36 3. Any other amendatory endorsements to show the coverage required herein.

37
38 **1-07.18(5) Coverages and Limits**

39 The insurance shall provide the minimum coverages and limits set forth below. Providing
40 coverage in these stated minimum limits shall not be construed to relieve the Contractor from
41 liability in excess of such limits. All deductibles and self-insured retentions must be disclosed
42 and are subject to approval by the Contracting Agency. The cost of any claim payments falling
43 within the deductible shall be the responsibility of the Contractor.

44
45 **1-07.18(5)A Commercial General Liability**

46 A policy of Commercial General Liability Insurance, including:

1 Per project aggregate
2 Premises/Operations Liability
3 Products/Completed Operations – for a period of one year following final acceptance of the
4 work.
5 Personal/Advertising Injury
6 Contractual Liability
7 Independent Contractors Liability
8 Stop Gap / Employers' Liability
9 Explosion, Collapse, or Underground Property Damage (XCU)
10 Blasting (only required when the Contractor's work under this Contract includes exposures to
11 which this specified coverage responds)
12

13 Such policy must provide the following minimum limits:

14	\$1,000,000	Each Occurrence
15	\$2,000,000	General Aggregate
16	\$1,000,000	Products & Completed Operations Aggregate
17	\$1,000,000	Personal & Advertising Injury, each offence

18
19 Stop Gap / Employers' Liability

20	\$1,000,000	Each Accident
21	\$1,000,000	Disease - Policy Limit
22	\$1,000,000	Disease - Each Employee

23
24 **1-07.18(5)B Automobile Liability**

25 Automobile Liability for owned, non-owned, hired, and leased vehicles, with an MCS 90
26 endorsement and a CA 9948 endorsement attached if "pollutants" are to be transported. Such
27 policy(ies) must provide the following minimum limit:

28	\$1,000,000	combined single limit
----	-------------	-----------------------

29
30 **1-07.18(5)C Workers' Compensation**

31 The Contractor shall comply with Workers' Compensation coverage as required by the Industrial
32 Insurance laws of the state of Washington.
33

34 **1-07.23 Public Convenience and Safety**

35
36 **1-07.23(1) Construction under Traffic**

37 *(January 2, 2012 WSDOT GSP)*
38

39 Section 1-07.23(1) is supplemented with the following:

40
41 **Work Zone Clear Zone**

42 The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The
43 WZCZ applies only to temporary roadside objects introduced by the Contractor's
44 operations and does not apply to preexisting conditions or permanent Work. Those work
45 operations that are actively in progress shall be in accordance with adopted and
46 approved Traffic Control Plans, and other contract requirements.
47

1 During nonworking hours equipment or materials shall not be within the WZCZ unless
2 they are protected by permanent guardrail or temporary concrete barrier. The use of
3 temporary concrete barrier shall be permitted only if the Engineer approves the
4 installation and location.

5
6 During actual hours of work, unless protected as described above, only materials
7 absolutely necessary to construction shall be within the WZCZ and only construction
8 vehicles absolutely necessary to construction shall be allowed within the WZCZ or
9 allowed to stop or park on the shoulder of the roadway.

10
11 The Contractor's nonessential vehicles and employees private vehicles shall not be
12 permitted to park within the WZCZ at any time unless protected as described above.

13
14 Deviation from the above requirements shall not occur unless the Contractor has
15 requested the deviation in writing and the Engineer has provided written approval.
16 Minimum WZCZ distances are measured from the edge of traveled way and will be
17 determined as follows:
18

Regulatory Posted Speed	Distance From Traveled Way (Feet)
35 mph or less	10 *
40 mph	15
45 to 55 mph	20
60 mph or greater	30

19 * or 2-feet beyond the outside edge of sidewalk

20 21 **Minimum Work Zone Clear Zone Distance**

22
23 *(August 7, 2006 WSDOT GSP)*

24 Lane closures are subject to the following restrictions:

25
26 *** Unless noted on the Detour Plans, a one lane closure will be allowed during working
27 hours.***

28
29 If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer
30 may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any
31 change in the closure hours.

32
33 No lane closures will be allowed on a holiday or holiday weekend, or after 12:00 PM (noon)
34 on a day prior to a holiday or holiday weekend. Holidays that occur on Friday, Saturday,
35 Sunday or Monday are considered a holiday weekend.

36
37 *(December 8, 2008 R&E GSP)*

38 Section 1-07.23(1) is supplemented with the following:

1 Construction vehicles using a closed traffic lane shall travel only in the normal direction of
2 traffic flow unless expressly allowed in an approved traffic control plan. Construction
3 vehicles shall be equipped with flashing or rotating amber lights.
4

5 Work over an open lane of traffic will not be allowed, unless a plan for the protection of the
6 traveling public from objects falling onto the traveled way is approved by the Engineer. This
7 protection shall remain in place during construction and meet minimum vertical clearance for
8 the highway.
9

10 **Controlled Access**

11 No special access or egress will be allowed the Contractor other than normal legal
12 movements or as shown in the plans.
13

14 **Pedestrian Access**

15 The Contractor shall keep all pedestrian routes and access point (including sidewalks and
16 crosswalks when located within the project limits) open and clear at all times unless
17 permitted otherwise by the Engineer in an approved traffic control plan.
18

19 **Signs and Traffic Control Devices**

20 All signs and traffic control devices for the permitted closures shall only be installed during
21 the hours specified on the plans. Construction signs, if placed earlier than the specified hours
22 of closure, shall be turned or covered so as not to be visible to motorists.
23

24 **Hours of Darkness**

25 The Contractor shall, at no additional cost to the Contracting Agency, make all arrangements
26 for operations during hours of darkness. A portable illumination system, which will
27 adequately illuminate the entire work area shall be provided. Flagger stations and advance
28 warning signs shall be illuminated with a minimum **150-watt** floodlight and to the
29 satisfaction of the Engineer. Flares are for emergency use and are not considered a proper
30 method of illumination.
31

32 **Hour Adjustment**

33 If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer
34 may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any
35 change in the closures hours.
36

37 **Advance Notification**

38 The Contractor shall be responsible for notifying private property owners, or tenants, five (5)
39 working days in advance of scheduled interruptions of access to private roads or driveways.
40 The Contractor shall notify the Engineer three (3) working days in advance of scheduled
41 interruptions of access to private road or driveways. The Contractor shall only interrupt
42 access to one half of any private road or driveway. The Contractor shall notify private
43 property owners, or tenants, by having a representative of the Contractor personally contact
44 the private property owner or tenant. If the property owner or tenant is not available, the
45 Contractor shall leave a door hanger notice indicating the commencement date of work,
46 duration of work, the type of work being done, and the Contractor's and Engineer's phone

1 number and address for questions and concerns. The Engineer shall be provided adequate
2 time to review, comment, and approve the door hanger notice prior to the Contractor placing
3 any notices. Access shall be restored as soon as possible, but not later than the end of each
4 working day. Any exception will only be allowed with the approval of the private property
5 owner, or tenant, and the Engineer. All costs involved with public notification shall be
6 incidental to the various bid items.

7
8 The Contractor shall notify the Engineer in writing 5 working days in advance of any lane
9 closure, sidewalk closure, or both.

10 11 **Public Notification**

12 The Contractor shall notify the local fire, police, emergency service, and city engineering
13 departments; transit companies; and the affected school district(s) in writing a minimum of 5
14 working days prior to each closure. The Contractor shall furnish copies of these notifications
15 to the Engineer.

16 17 **1-07.24 Rights of Way** 18 *(October 1, 2005 APWA GSP)*

19
20 Delete this section in its entirety, and replace it with the following:

21
22 Street right of way lines, limits of easements, and limits of construction permits are indicated
23 in the Plans. The Contractor's construction activities shall be confined within these limits,
24 unless arrangements for use of private property are made.

25
26 Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way
27 and easements, both permanent and temporary, necessary for carrying out the work.
28 Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's
29 attention by a duly issued Addendum.

30
31 Whenever any of the work is accomplished on or through property other than public right of
32 way, the Contractor shall meet and fulfill all covenants and stipulations of any easement
33 agreement obtained by the Contracting Agency from the owner of the private property.
34 Copies of the easement agreements may be included in the Contract Provisions or made
35 available to the Contractor as soon as practical after they have been obtained by the Engineer.

36
37 Whenever easements or rights of entry have not been acquired prior to advertising, these
38 areas are so noted in the Plans. The Contractor shall not proceed with any portion of the
39 work in areas where right of way, easements or rights of entry have not been acquired until
40 the Engineer certifies to the Contractor that the right of way or easement is available or that
41 the right of entry has been received. If the Contractor is delayed due to acts of omission on
42 the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the
43 Contractor will be entitled to an extension of time. The Contractor agrees that such delay
44 shall not be a breach of contract.
45

Each property owner shall be given 48 hours notice prior to entry by the Contractor. This includes entry onto easements and private property where private improvements must be adjusted.

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

1-07.26 Personal Liability of Public Officers

(February 1, 2008 R&E GSP)

Section 1-07.26 is revised to read:

Neither the Mayor, the Ferndale and Blaine City Council, employees of the City, or the Engineer shall be personally liable for any acts or failure to act in connection with the Contract, it being understood that in such matters, they are acting solely as agents of the City of Ferndale.

1-08 PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 Preliminary Matters

(May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1) Preconstruction Conference

(October 10, 2008 APWA GSP)

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited.

The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;

3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction conference the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

Add the following new section:

1-08.0(2) Hours of Work
(March 8, 2013 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Contracting Agency, the normal straight time working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour lunch break and a 5-day work week. The normal straight time 8-hour working period for the Contract shall be established at the preconstruction conference or prior to the Contractor commencing the work.

Written permission from the Engineer is required, if a Contractor desires to perform work on holidays, Saturdays, or Sundays; before 7:00 a.m. or after 6:00 p.m. on any day; or longer than an 8-hour period on any day. The Contractor shall apply in writing to the Engineer for such permission, no later than noon on the working day prior to the day for which the Contractor is requesting permission to work.

Permission to work between the hours of 10:00 p.m. and 7:00 a.m. during weekdays and between the hours of 10:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject to noise control requirements. Approval to continue work during these hours may be revoked at any time the Contractor exceeds the Contracting Agency's noise control regulations or complaints are received from the public or adjoining property owners regarding the noise from the Contractor's operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

Permission to work Saturdays, Sundays, holidays, or other than the agreed upon normal straight time working hours Monday through Friday may be given subject to certain other conditions set forth by the Contracting Agency or Engineer. These conditions may include but are not limited to:

- The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees when in the opinion of the Engineer, such work necessitates their presence.

- On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times.
- Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
- Considering multiple work shifts as multiple working days with respect to contract time, even though the multiple shifts occur in a single 24-hour period.

1-08.1 Subcontracting

Section 1-08.1 is supplemented with the following:

(February 1, 2008 R&E GSP)

Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to the Engineer a certification that a written agreement between the Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor has been executed.

A subcontractor or lower tier subcontractor will not be permitted to perform any work under the contract until the following documents have been completed and submitted to the Engineer:

1. Request to Sublet Work (Form 421-012), and
2. Contractor and Subcontractor or Lower Tier Subcontractor Certification.

The Contractor's records pertaining to the requirements of this Special Provision shall be open to inspection or audit by representatives of the Contracting Agency during the life of the contract and for a period of not less than three years after the date of acceptance of the contract. The Contractor shall retain these records for that period. The Contractor shall also guarantee that these records of all subcontractors and lower tier subcontractors shall be available and open to similar inspection or audit for the same time period.

1-08.3(2)A Type A Progress Schedule

(March 13, 2012 APWA GSP)

Revise this section to read:

The Contractor shall submit ~~SSSSS~~ copies of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

1
2 **1-08.4 Prosecution of Work**

3
4 Delete this section in its entirety, and replace it with the following:

5
6 **1-08.4 Notice to Proceed and Prosecution of Work**

7 *(June 27, 2011 APWA GSP)*

8
9 Notice to Proceed will be given after the contract has been executed and the contract bond
10 and evidence of insurance have been approved and filed by the Contracting Agency. The
11 Contractor shall not commence with the work until the Notice to Proceed has been given by
12 the Engineer. The Contractor shall commence construction activities on the project site
13 within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The
14 Contractor shall diligently pursue the work to the physical completion date within the time
15 specified in the contract. Voluntary shutdown or slowing of operations by the Contractor
16 shall not relieve the Contractor of the responsibility to complete the work within the time(s)
17 specified in the contract.

18
19 When shown in the Plans, the first order of work shall be the installation of high visibility
20 fencing to delineate all areas for protection or restoration, as described in the Contract.
21 Installation of high visibility fencing adjacent to the roadway shall occur after the placement
22 of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon
23 construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No
24 other work shall be performed on the site until the Contracting Agency has accepted the
25 installation of high visibility fencing, as described in the Contract.

26
27 *(August 7, 2006)*

28 The Contractor shall begin work no earlier than *****August 18, 2014*****.

29
30 *(February 1, 2008 R&E GSP)*

31 Section 1-08.4 is supplemented with the following:

32
33 **Project Meetings**

34 The Engineer shall be responsible for preparation of agenda, preparation of minutes and
35 distribution of documentation. One set of the documentation will be sent to each
36 participant. All meetings will be held at on-site, unless otherwise agreed upon.

37
38 **Progress Meetings**

39 Regular Progress Meetings shall be schedule by the Engineer. Progress Meetings shall be
40 held weekly or as otherwise schedule by the Engineer.

41
42 The Progress Meeting agenda shall include, but not be limited to:

- 43 1. Review minutes of previous meeting, amend minutes if necessary, and accept
44 minutes.
45 2. Review unresolved questions and issues from previous Progress Meetings and
46 further consider those questions and issues.

3. Review new questions and issues regarding delays, coordination with other agencies, changed conditions or work scope, interferences, utilities, and requests for information (RFI's).
4. Review corrective measures to regain projected schedule
5. Review status of submittals, RFI's, change issues, as-built documentation, and other correspondence.
6. Review effects of proposed changes on progress schedule and coordination
7. Contractor to present updated look-ahead / as-built schedule describing activities to occur in the upcoming three weeks, and to document the as-built schedule for work accomplished since the prior meeting. Contractor to present the updated schedule at each regular weekly progress meeting.

Coordination Meetings

Coordination Meetings will commence after the NTP has been issued. The purpose of the Coordination Meetings is to coordinate the Contractor's Work with the work being done concurrently at the Site by others. Coordination meetings will be scheduled in conjunction with progress meetings when appropriate.

Additional Meetings

Additional meetings will be scheduled as necessary for the completion of various portions of the Work. Meetings will include pre-installation, pre-testing or other purpose as required by the specifications, conditions on the jobsite, or as requested by the Engineer or the project team.

All costs involved with the various meetings shall be incidental to the various bid items.

(September 15, 2008 R&E GSP)

Order of Work

Barrett Avenue

Yew Avenue Work, as shown on the Plans, shall not begin until Barrett Avenue Work is completed. Barrett Avenue work shall be substantially completed within 15 working days.

Yew Avenue

Yew Avenue Work, as shown on the Plans, shall be substantially completed within 10 working days.

1-08.5 Time for Completion

(August 7, 2006 WSDOT GSP)

Contract time shall begin on the first working day. The first working day shall be ***August 18, 2014***.

1 (March 13, 1995 WSDOT GSP)

2 Section 1-08.5 is supplemented with the following:

3
4 This project shall be physically completed within 25 working days.

5
6 (August 14, 2013 APWA GSP, Option A)

7 Revise the third and fourth paragraphs to read:

8
9 Contract time shall begin on the first working day following the Notice to Proceed Date.

10
11 Each working day shall be charged to the contract as it occurs, until the contract work is
12 physically complete. If substantial completion has been granted and all the authorized
13 working days have been used, charging of working days will cease. Each week the Engineer
14 will provide the Contractor a statement that shows the number of working days: (1) charged
15 to the contract the week before; (2) specified for the physical completion of the contract; and
16 (3) remaining for the physical completion of the contract. The statement will also show the
17 nonworking days and any partial or whole day the Engineer declares as unworkable. Within
18 10 calendar days after the date of each statement, the Contractor shall file a written protest of
19 any alleged discrepancies in it. To be considered by the Engineer, the protest shall be in
20 sufficient detail to enable the Engineer to ascertain the basis and amount of time disputed.
21 By not filing such detailed protest in that period, the Contractor shall be deemed as having
22 accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4
23 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked
24 would ordinarily be charged as a working day then the fifth day of that week will be charged
25 as a working day whether or not the Contractor works on that day.

26
27 Revise the sixth paragraph to read:

28
29 The Engineer will give the Contractor written notice of the completion date of the contract
30 after all the Contractor's obligations under the contract have been performed by the
31 Contractor. The following events must occur before the Completion Date can be established:

- 32 1. The physical work on the project must be complete; and
33 2. The Contractor must furnish all documentation required by the contract and required by
34 law, to allow the Contracting Agency to process final acceptance of the contract. The
35 following documents must be received by the Project Engineer prior to establishing a
36 completion date:
37 a. Certified Payrolls (per Section 1-07.9(5)).
38 b. Material Acceptance Certification Documents
39 c. Quarterly Reports of Amounts Credited as DBE Participation, as required by the
40 Contract Provisions.
41 d. Final Contract Voucher Certification
42 e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and
43 all Subcontractors
44 f. Property owner releases per Section 1-07.24
45

1 **1-08.7 Maintenance during Suspension**

2 *(October 1, 2005 APWA GSP)*

3
4 Revise the second paragraph to read:

5
6 At no expense to the Contracting Agency, the Contractor shall provide through the
7 construction area a safe, smooth, and unobstructed roadway, sidewalk, and path for public
8 use during suspension (as required in Section 1-07.23 or the Special Provisions). This may
9 include a temporary road or detour.

10
11 **1-08.9 Liquidated Damages**

12 *(August 14, 2013 APWA GSP)*

13
14 Revise the fourth paragraph to read:

15
16 When the Contract Work has progressed to Substantial Completion as defined in the
17 Contract, the Engineer may determine that the work is Substantially Complete. The Engineer
18 will notify the Contractor in writing of the Substantial Completion Date. For overruns in
19 Contract time occurring after the date so established, the formula for liquidated damages
20 shown above will not apply. For overruns in Contract time occurring after the Substantial
21 Completion Date, liquidated damages shall be assessed on the basis of direct engineering and
22 related costs assignable to the project until the actual Physical Completion Date of all the
23 Contract Work. The Contractor shall complete the remaining Work as promptly as possible.
24 Upon request by the Project Engineer, the Contractor shall furnish a written schedule for
25 completing the physical Work on the Contract.

26
27 *(NWR February 5, 2007)*

28
29 Section 1-08.9 is supplemented with the following:

30
31 Delayed completion of the Barrett Avenue and Yew Avenue Work will result in impacts to
32 the traveling public, increase fuel consumption, increase vehicle operating costs, increase
33 pollution, and cause other inconveniences and harm far in excess of those resulting from
34 delay of most projects.

35
36 Accordingly, the Contractor agrees:

- 37
38 1. To pay \$500 liquidated damages per each working day prorated to the nearest day
39 that Barrett Avenue Work is not completed as specified in the Subsection **Notice**
40 **to Proceed and Prosecution of the Work and Time for Completion** of the
41 Special Provision **PROSECUTION AND PROGRESS**.
42
43 2. To pay \$500 liquidated damages per each working day prorated to the nearest day
44 that Yew Avenue Work is not completed as specified in the Subsection **Notice to**
45 **Proceed and Prosecution of the Work and Time for Completion** of the Special
46 Provision **PROSECUTION AND PROGRESS**.
47

- 1 3. To authorize the Engineer to deduct these liquidated damages from any money
2 due or coming due to the Contractor.
3
4

5 **1-09 MEASUREMENT AND PAYMENT**
6

7 **1-09.2 Weighing Equipment**
8

9 **1-09.2(1) General Requirements for Weighing Equipment**
10 *(February 1, 2008 R&E GSP)*
11

12 Section 1-09.2(1) is supplemented with the following:
13

14 Truck certified weight tickets must be machine-printed with gross, tare and net weights.
15 Additional information required on each weight ticket: Truck Number, Driver's Name, Date,
16 Load Time and Date, Load Site, Unload Time and Date, Unload Site. No handwritten weight
17 tickets will be accepted.
18

19 At the Engineer's request, the Contractor shall provide the Engineer with a list of hauling
20 vehicles and the licensed legal or permitted gross weight for each vehicle.
21

22 **1-09.6 Force Account**
23 *(October 10, 2008 APWA GSP)*
24

25 Supplement this section with the following:
26

27 The Contracting Agency has estimated and included in the Proposal, dollar amounts for all
28 items to be paid per force account, only to provide a common proposal for Bidders. All such
29 dollar amounts are to become a part of Contractor's total bid. However, the Contracting
30 Agency does not warrant expressly or by implication, that the actual amount of work will
31 correspond with those estimates. Payment will be made on the basis of the amount of work
32 actually authorized by Engineer.
33

34 *(February 1, 2008 R&E GSP)*

35 Section 1-09.6 is supplemented with the following:
36

37 No claim for force account shall be allowed except upon written order by the Engineer prior
38 to the performance of the work. The Contractor shall submit the required force account
39 documentation to the Engineer on a daily basis unless agreed otherwise. The Contractor and
40 the Engineer shall review all work or material to be paid for under force account on a daily
41 basis unless agreed otherwise. The Contractor may propose corrections to the force account
42 quantities and shall supply supporting documentation to the Engineer within 2 working days,
43 unless agreed otherwise, of having reviewed the force account quantities with the Engineer.
44

1 **1-09.9 Payments**

2 *(March 13, 2012 APWA GSP)*

3
4 Supplement this section with the following:

5
6 Lump sum item breakdowns are not required when the bid price for the lump sum item is less
7 than \$20,000.

8
9 *(March 13, 2012 APWA GSP)*

10 Delete the first four paragraphs and replace them with the following:

11
12 The basis of payment will be the actual quantities of Work performed according to the
13 Contract and as specified for payment.

14
15 The Contractor shall submit a breakdown of the cost of lump sum bid items at the
16 Preconstruction Conference, to enable the Project Engineer to determine the Work performed
17 on a monthly basis. A breakdown is not required for lump sum items that include a basis for
18 incremental payments as part of the respective Specification. Absent a lump sum
19 breakdown, the Project Engineer will make a determination based on information available.
20 The Project Engineer's determination of the cost of work shall be final.

21
22 Progress payments for completed work and material on hand will be based upon progress
23 estimates prepared by the Engineer. A progress estimate cutoff date will be established at the
24 preconstruction conference.

25
26 The initial progress estimate will be made not later than 30 days after the Contractor
27 commences the work, and successive progress estimates will be made every month thereafter
28 until the Completion Date. Progress estimates made during progress of the work are
29 tentative, and made only for the purpose of determining progress payments. The progress
30 estimates are subject to change at any time prior to the calculation of the final payment.

31
32 The value of the progress estimate will be the sum of the following:

- 33 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of
34 work completed multiplied by the unit price.
- 35 2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum
36 breakdown for that item, or absent such a breakdown, based on the Engineer's
37 determination.
- 38 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or
39 other storage area approved by the Engineer.
- 40 4. Change Orders — entitlement for approved extra cost or completed extra work as
41 determined by the Engineer.

42
43 Progress payments will be made in accordance with the progress estimate less:

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
2. The amount of progress payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.

1-09.13 Claims Resolution

1-09.13(3)A Administration of Arbitration (October 1, 2005 APWA GSP)

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters are located. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the contract as a basis for decisions.

1-10 TEMPORARY TRAFFIC CONTROL

1-10.1 General (February 4, 2008 R&E GSP)

Section 1-10.1 is supplemented with the following:

During grading operations, the elevation difference between the portion of the traveled way open to traffic and the adjoining portion of roadway shall be tapered at 10:1 or greater to allow cross traffic.

In addition, for any modifications to the access provisions, the Contractor shall furnish satisfactory documentation that the affected property owners concur with the proposed change. The Contractor shall coordinate with the Engineer and the property owners and make the necessary arrangements to accommodate the access requirements of the affected property owners and the public services.

The Contractor shall determine and place signs in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and the Plans.

1 **1-10.2 Traffic Control Management**

2 *(February 4, 2008 R&E GSP)*

4 Section 1-10.2 is supplemented with the following:

6 Before beginning work on the project, the Contractor shall designate a Traffic Control
7 Supervisor. The Contractor shall provide the Engineer with a list of names and phone
8 numbers of not more than six supervisory employees that may be called for traffic control, as
9 needed, during working or non-working hours. The Contractor shall have at least one of
10 these employees available at any time.

12 If the Contractor's employees are not available in a timely manner to take care of emergency
13 traffic control work, Contracting Agency forces will perform this work on behalf of the
14 Contractor. If Contracting Agency forces provide emergency traffic control, the costs to the
15 Contracting Agency will be deducted from progress payments due the Contractor in
16 accordance with Section 1-10.1 of the Standard Specifications.

18 **1-10.2(1) General**

19 *(December 1, 2008 WSDOT GSP)*

21 Section 1-10.2(1) is supplemented with the following:

23 Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the
24 State of Washington. The Traffic Control Supervisor shall be certified by one of the
25 following:

27 The Northwest Laborers-Employers Training Trust
28 27055 Ohio Ave.
29 Kingston, WA 98346
30 (360) 297-3035

32 Evergreen Safety Council
33 401 Pontius Ave. N.
34 Seattle, WA 98109
35 1-800-521-0778 or
36 (206) 382-4090

38 The American Traffic Safety Services Association
39 15 Riverside Parkway, Suite 100
40 Fredericksburg, Virginia 22406-1022
41 Training Dept. Toll Free (877) 642-4637
42 Phone: (540) 368-1701

1 **1-10.2(2) Traffic Control Plans**

2 *(February 4, 2008 R&E GSP)*

3
4 Section 1-10.2(2) is supplemented with the following:

5
6 The Series K WSDOT Standard Plans are included in the contract documents as an appendix.
7 These standard plans and the Traffic Control Plans included in the Contract Documents shall
8 be considered as the project TCP's. The contractor may choose to submit alternate TCP's for
9 approval as outlined in this section.

10
11 Any modifications to existing plans or new traffic plans shall be submitted to the Engineer
12 for review and approval a minimum of five (5) working days prior to institution of the plan.
13

14 **1-10.3 Traffic Control Labor, Procedures and Devices**

15
16 **1-10.3(3) Traffic Control Devices**

17 *(February 4, 2008 R&E GSP)*

18
19 Section 1-10.3 is supplemented with the following:

20
21 As may be indicated in the Signing Plan or Traffic Control Plan, the Contractor may be
22 required to install signs, warning lights, or both, on barricades.
23

24 **1-10.4 Measurement**

25
26 **1-10.4(3) Reinstating Unit Items With Lump Sum Traffic Control**

27
28 Section 1-10.4(3) is supplemented with the following:

29 *(August 2, 2004 WSDOT GSP)*

30
31 The bid proposal contains the item "Project Temporary Traffic Control," lump sum and the
32 additional temporary traffic control items listed below. The provisions of Section 1-10.4(1),
33 Section 1-10.4(3), and Section 1-10.5(3) shall apply.

34
35 "Flaggers and Spotters"

36 "Other Traffic Control Labor"

37
38 *(June 30, 2014 R&E GSP)*

39
40 The proposal contains the item "Project Temporary Traffic Control," lump sum for the
41 Cumulative Alternate A1. The provisions of Section 1-10.4(1) shall apply.
42

DIVISION 2
EARTHWORK

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 Description
(February 4, 2008 R&E GSP)

Section 2-01.1 is supplemented with the following:

This item also includes any clearing and grubbing necessary for the construction of driveways and the reconstruction of intersecting roads shown on the plans.

Clearing and Grubbing work includes removal and disposal of topsoil to a depth of 6-inches and trees as shown on the plans. In addition to natural materials, clearing and grubbing shall also include removing and disposing of all refuse and any remaining structures, obstructions, trees and/or tree stumps within the right-of-way excluding contiguous pavement or structures identified under "Removal of Structures and Obstructions", as directed by the Engineer.

2-01.2 Disposal of Useable Material and Debris
(February 4, 2008 R&E GSP)

Section 2-01.2 is supplemented with the following:

Unless otherwise provided in the specifications, all material removed under this item shall become the property of the Contractor.

2-01.2(1) Disposal Method No. 1 - Open Burning
(February 4, 2008 R&E GSP)

Section 2-01.2(1) is supplemented with the following:

Disposal method No. 1 shall not be permitted within the project limits.

2-01.2(3) Disposal Method No. 3 - Chipping
(February 4, 2008 R&E GSP)

Revise the fourth sentence to read:

"Unsold chips shall become the property of the Contractor and shall be removed from the project limits."

1 **2-01.3 Construction Requirements**

2
3 **2-01.3(1) Clearing**

4 *(February 4, 2008 R&E GSP)*

5
6 Section 2-01.3(1) is supplemented with the following:

- 7
8 8. The Contractor shall clear all areas staked and flagged by the Engineer prior to the
9 placement of cut/fill stakes, offset stakes or grade hubs.
10 9. Tree trimming shall be sequenced so that overhanging limbs are removed prior to
11 commencing construction activities. Construction activities include equipment staging,
12 materials storage, and worker-vehicle parking.
13 10. When tree roots are encountered during construction activities, the Contractor shall
14 carefully expose all roots greater than 1 inch diameter, either by hand or gently with the
15 machine bucket, and then cut cleanly with lopper or saw. Pulling and wrenching of the
16 roots shall not be allowed.
17

18 **2-01.3(2) Grubbing**

19
20 Section 2-01.3(2) is supplemented with the following:

- 21
22 f. Stumps shall be removed except where doing so would damage water, sewer lines or
23 other utilities. Voids left by stump removal shall be backfilled with a granular material
24 and compacted in accordance with Section 2-03.3(14)C. Unless otherwise noted, all
25 materials removed shall become the property of the Contractor and shall be disposed of
26 outside the project limits.
27 g. If equipment outriggers are placed between the proposed sidewalk and the trees, the
28 Contractor shall place plywood or large wood chips to spread out the weight of the
29 outriggers.
30

31 **2-01.5 Payment**

32 *(February 4, 2008 R&E GSP)*

33
34 Section 2-01.5 is supplemented with the following:

35
36 "Clearing and Grubbing," lump sum. No additional payment shall be made for haul. Any
37 other clearing and grubbing not specifically identified as being paid for elsewhere will be
38 considered incidental to this bid item and no other payment shall be made.
39

40 **2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

41
42 **2-02.1 Description**

43 *(September 15, 2008 R&E GSP)*

44
45 Section 2-02.1 is supplemented with the following:

Also included will be existing asphalt concrete pavement, chip seal, cement concrete curbs, gutter, sidewalk, driveways, retaining walls, culverts, ecology blocks, guardrail and posts, plugging drainage pipes, landscaping structures, fire hydrants, fences, and other structures necessary to complete the work indicated on the plans or as directed by the Engineer. Equipment, labor, and materials necessary to perform the work as specified shall be considered a portion of this work. All material shall be hauled offsite to a permitted, Contractor provided disposal site in accordance with Section 2-03.3(7)C. No payment will be made for haul.

2-02.3 Construction Requirements

(February 4, 2008 R&E GSP)

Section 2-02.3 is supplemented with the following:

Utility Removal

Cavities left by removal of features by other parties, i.e., utility poles or other obstructions, shall be backfilled and compacted by the Contractor in accordance with Section 2-03.3(14)C.

Use of Explosives

Explosives shall not be used in the demolition.

2-02.3(3) Removal of Pavement, Sidewalks, Curbs and Gutters

(February 4, 2008 R&E GSP)

Section 2-02.3(3) is supplemented with the following:

Delete Item 1. No on-site burial of pavement, sidewalks, curbs and gutters, is allowed.

Item 3 is supplemented with the following: "At locations where the existing concrete is to remain, the horizontal sawcut line shall not vary more than 1/8 inch along the edge of a 10-foot straightedge placed on the surface parallel to the horizontal sawcut line."

Removal of Asphalt Concrete Pavement and Portland Cement Concrete Pavement

The approximate thicknesses of the pavement are:

Refer to the "Geotechnical Subservice Evaluation Report" contained in the appendix.

Removal of Cement Concrete Curb, Gutter and Sidewalk

The Contractor shall use a sawcut to delineate the curb, gutter and sidewalk to be removed from curb, gutter and sidewalk to remain. The Contractor shall take care to avoid damaging adjacent curb, gutter and sidewalk to remain. Any damage caused to the curb, gutter and sidewalk to remain, as a result of the Contractor's operations, shall be repaired to the satisfaction of the Engineer at no additional cost to the Contracting Agency.

1 **2-02.4 Measurement**

2 *(February 4, 2008 R&E GSP)*

3
4 Section 2-02.4 is supplemented with the following:

5
6 Saw-cut ACP will be measured by the linear foot-inch along the line and slope of the cut
7 prior to sawcutting and as staked by the Engineer.

8
9 Saw-cut PCC will be measured by the linear foot-inch along the line and slope of the cut
10 prior to sawcutting and as staked by the Engineer.

11
12 **2-02.5 Payment**

13 *(February 4, 2008 R&E GSP)*

14
15 Section 2-02.5 is supplemented with the following:

16
17 The lump sum contract price for "Removal of Structures and Obstructions" shall be full
18 compensation for all tools, equipment, materials, and labor to excavate and dispose of the
19 above materials, including Haul and disposal fees. Removal of any structures and
20 obstructions readily apparent by visual inspection from the ground surface and not identified
21 elsewhere will be considered incidental to this bid item.

22
23 The unit contract price per linear foot-inch for "Saw-cut ACP" and "Saw-cut PCC" as
24 indicated on the Bid Proposal shall be full compensation for all labor, including hand
25 removal if required, material, tools and equipment required to complete the Bid Items in
26 accordance with Section 1-04.1.

27
28 **2-03 ROADWAY EXCAVATION AND EMBANKMENT**

29 **2-03.1 Description**

30 Section 2-03.1 is supplemented with the following:

31
32 The work described in this section, regardless of the nature or type of the materials
33 encountered includes excavating and grading the roadway and areas for curb, gutter and
34 sidewalk, driveways, excavating below grade, excavating at pavement removal areas, and
35 disposing of all excavated material. This work also includes stockpiling, placing and
36 compacting Engineer approved materials generated during roadway excavation at locations
37 shown on the Plans or as directed by the Engineer. Any excavation or embankment required
38 to maintain positive drainage to or from drainage ditches or swales will be considered
39 incidental to this bid item. This item also includes any excavation required to construct new
40 driveway grades.

41
42 Excess material shall become the property of the contractor for disposal. This work may
43 include temporary stockpiling of material as dictated by the contractors operations. No
44 specific stockpile sites are provided within the project limits, however on-site stockpiling
45 may be permitted as approved by the Engineer. The costs for stockpiling shall be included in
46 the bid items in this section.

1
2 **2-03.3(7)C Contractor-Provided Disposal Site**

3 Section 2-03.3(7)C is supplemented with the following:

4
5 Before completing any filling outside of the project limits, the Contractor, or property owner
6 desiring to receive the fill, shall acquire all permits and approvals required for the use of the
7 disposal site.

8
9 **2-03.3 (14)E Unsuitable Foundation Excavation**

10 Section 2-03.3(14)E is supplemented with the following:

11
12 Prior to any backfilling, the Contractor shall proof roll the subgrade with a loaded dump
13 truck, large self-propelled vibrating roller, or equivalent piece of equipment, to verify
14 stability of the subgrade. The associated cost to proof roll the roadway will be considered
15 incidental to the unit contract prices of this Contract.

16
17 **2-03.4 Measurement**

18 Section 2-03.4 is supplemented with the following

19
20 Unsuitable Foundation Excavation Including Haul shall be measured beginning 2 feet below
21 the roadway excavation lower limits to the depth of excavation as directed by the Engineer.
22 There is no limit to the depth of excavation to be paid under this item.

23
24 Earthwork quantities will be computed, either manually or by means of electronic data
25 processing equipment, by use of the average end area method or by the finite element
26 analysis method utilizing digital terrain modeling techniques.

27
28 Removal of Asphalt Concrete Pavement will not be measured under this bid item. Pavement
29 removal shall be paid under the bid items "Removal of Structures and Obstructions".

30
31 **2-03.5 Payment**

32 Section 2-03.5 is supplemented with the following:

33
34 The unit contract price per cubic yard for "Roadway Excavation Including Haul" shall be
35 compensation for all labor, materials, tools and equipment necessary to excavate, shape, load,
36 stockpile for later embankment or otherwise dispose of surplus or unsuitable material off-site
37 as specified herein. This item shall include the cost of compacting and proof rolling the
38 subgrade.

1 **2-04 HAUL**

2
3 **2-04.4 Measurement**

4 *(February 5, 2008 R&E GSP)*

5
6 Section 2-04.4 is revised to read:

7
8 No specific unit of measurement shall apply. All costs involved for haul shall be incidental
9 to and included in the various bid items.

10
11 **2-04.5 Payment**

12 *(February 5, 2008 R&E GSP)*

13
14 Section 2-04.5 is deleted in its entirety.

15
16 **2-06 SUBGRADE PREPARATION**

17
18 **2-06.1 Description**

19 Section 2-06.1 is supplemented with the following:

20
21 This Work includes using the existing planing material and preparing and grading the planing
22 material for surfacing.

23
24 **2-06.4 Measurement**

25 Section 2-06.4 is supplemented with the following:

26
27 Grade Existing Roadbed will be measured by the square yard of finished surface.

28
29 **2-06.5 Payment**

30 Section 2-06.5 is supplemented with the following:

31 “Grade Existing Roadbed”, square yard

32 The unit contract price per square yard for “Grade Existing Roadbed” shall be full pay for all
33 Work described in this section including haul and disposal, required for constructing the roadbed
34 to the lines and grades shown, and shall include all costs thereof in the unit Contract price per
35 square yard.
36
37
38

1 **2-07 WATERING**

2
3 **2-07.4 Measurement**

4 *(September 15, 2008 R&E GSP)*

5
6 Section 2-07.4 is supplemented with the following:

7
8 The Contractor shall provide water distribution records including truck tickets and operator
9 time records if requested by the Engineer. The contractor will not be allowed to use City
10 water from fire hydrant without a suitable backflow preventor and meter. Prior to using any
11 City hydrant, the Contractor shall submit a test report verifying that the backflow preventor is
12 functioning properly. Use of City water must be pre-approved by the Public Works
13 Department.
14
15

1 **DIVISION 4**

2 **BASES**

3
4 **4-02 GRAVEL BASE**

5
6 **4-02.2 Materials**

7 *(February 5, 2008 R&E GSP)*

8
9 Section 4-02.2 is replaced with:

10
11 Material shall meet the requirements of Section 9-03.10 Gravel Base as modified. Refer to
12 revised Section 9-03.10 Aggregate for Gravel Base.

13
14 **4-02.4 Measurement**

15 *(February 5, 2008 R&E GSP)*

16
17 Section 4-02.4 is revised to read:

18
19 “Gravel Base” shall be measured by the ton.

20
21 **4-02.5 Payment**

22 *(February 5, 2008 R&E GSP)*

23
24 Section 4-02.5, delete the second paragraph and replace with the following:

25
26 “Gravel Base” per ton.

27
28 Section 4-02.5 is supplemented with the following:

29
30 Proof rolling of material at the direction of the Engineer will be considered incidental to this
31 bid item.

32
33 **4-04 BALLAST AND CRUSHED SURFACING**

34
35 **4-04.4 Measurement**

36 *(February 5, 2008 R&E GSP)*

37
38 Section 4-04.4 is revised as follows:

39
40 The second paragraph is revised to read:

41
42 “Crushed Surfacing Top Course”, shall be measured by the ton.

1 **4-04.5 Payment**

2 *(February 5, 2008 R&E GSP)*

3
4 Section 4-04.5, 1st item is revised as follows:

5
6 “Crushed Surfacing Top Course”, per ton.

DIVISION 5
SURFACE TREATMENTS AND PAVEMENTS

5-04 HOT MIX ASPHALT

5-04.1 Description
(January 5, 2012 R&E GSP)

Section 5-04.1 is supplemented with the following:

Prior to hot mix asphalt paving, the Contractor shall coordinate an on-site construction meeting with the asphalt paving company, Contracting Agency, material testing company and the Engineer.

5-04.2 Materials

The planing material (Recycled Material) shall meet the CSTC grading requirements.

5-04.3 Construction Requirements
(February 25, 2008 R&E GSP)

Section 5-04.3 is supplemented with the following:

All castings within paved areas shall be adjusted to finished grade after the final lift of paving as shown on the plans and paid per Section 7-05.5.

5-04.3(3)A Material Transfer Device / Vehicle
(January 16, 2014 APWA GSP)

The first paragraph of this section is revised to read:

Additionally, a material transfer device or vehicle (MTD/V) is not required at the following locations \$\$ Project Limits \$\$.

(April 4, 2012 R&E GSP)

5-04.3(5)A Preparation Of Existing Surfaces

Section 5-04.3(5)A is supplemented with the following:

Tack coat shall be uniformly applied to cover the face of the gutter abutting the HMA with a thin film of residual asphalt free of streaks and bare spots.

The Contractor shall limit the amount of tack coat placed to that amount that will be fully covered by the asphalt overlay at the end of each work shift.

(NWR February 9, 2004)

The Contractor shall ensure that the asphalt for tack coat does not enter into State waters, including wetlands.

1
2 In accordance with Section 1-07.15(1) **Spill Prevention, Control and Countermeasures**
3 **Plan (SPCC)**, as part of the SPCC the Contractor shall address the mitigating measures to be
4 taken in the event that the paving operation is suspended or terminated prior to the asphalt for
5 tack coat being fully covered.

6
7 **5-04.3(5)C Crack Sealing**
8 *(February 25, 2008 R&E GSP)*
9

10 Section 5-04.3(5)C is supplemented with the following:

11
12 All joints shall be sealed with using Rubberized Asphalt meeting the requirement of section
13 9-04.10.
14

15 **5-04.3(5)D Soil Residual Herbicide**
16 *(July 1, 2010 R&E GSP)*
17

18 Section 5-04.3(5)D is supplemented with the following:

19
20 The Contractor shall use a granular type herbicide material where HMA is placed over base
21 material, non-ACP material, or concrete surfaces. The Contractor shall request approval,
22 from the Contracting Agency, of the herbicide type prior to its placement.
23

24 **5-04.3(7)A2 Statistical or Nonstatistical Evaluation**
25

26 Delete this section and replace it with the following:

27
28 **5-04.3(7)A2 Nonstatistical Evaluation**
29 *(January 16, 2014 APWA GSP)*
30

31 Mix designs for HMA accepted by Nonstatistical evaluation shall;

- 32 • Be submitted to the Project Engineer on WSDOT Form 350-042
- 33 • Have the aggregate structure and asphalt binder content determined in accordance with
- 34 WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-
- 35 03.8(2) and 9-03.8(6).
- 36 • Have anti-strip requirements, if any, for the proposed mix design determined in
- 37 accordance with WSDOT Test Method T 718 or based on historic anti-strip and
- 38 aggregate source compatibility from WSDOT lab testing. Anti-strip evaluation of HMA
- 39 mix designs utilized that include RAP will be completed without the inclusion of the
- 40 RAP.

41
42 At or prior to the preconstruction meeting, the contractor shall provide one of the following mix
43 design verification certifications for Contracting Agency review;
44

- 45 • The proposed mix design indicated on a WSDOT mix design/anti-strip report that is
- 46 within one year of the approval date

- The proposed HMA mix design submittal (Form 350-042) with the seal and certification (stamp & signature) of a valid licensed Washington State Professional Engineer.
- The proposed mix design by a qualified City or County laboratory mix design report that is within one year of the approval date.

The mix design will be performed by a lab accredited by a national authority such as Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO Material Reference Laboratory (AMRL) program.

At the discretion of the Engineer, agencies may accept mix designs verified beyond the one year verification period with a certification from the Contractor that the materials and sources are the same as those shown on the original mix design.

5-04.3(8)A1 General
(January 16, 2014 APWA GSP)

Delete this section and replace it with the following:

Acceptance of HMA shall be as defined under nonstatistical or commercial evaluation.

Nonstatistical evaluation will be used for all HMA not designated as Commercial HMA in the contract documents.

The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Project Engineer and must be made in accordance with Section 9-03.8(7).

Commercial evaluation may be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Project Engineer. Commercial HMA can be accepted by a contractor certificate of compliance letter stating the material meets the HMA requirements defined in the contract.

5-04.3(8)A4 Definition of Sampling Lot and Sublot
(January 16, 2014 APWA GSP)

Section 5-04.3(8)A4 is supplemented with the following:

For HMA in a structural application, sampling and testing for total project quantities less than 400 tons is at the discretion of the engineer. For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test shall be performed:

- i. If test results are found to be within specification requirements, additional testing will be at the engineers discretion.
- ii. If test results are found not to be within specification requirements, additional testing as needed to determine a CPF shall be performed.

5-04.3(8)A5 Test Results

(January 16, 2014 APWA GSP)

The first paragraph of this section is deleted.

5-04.3(8)A6 Test Methods

(January 16, 2014 APWA GSP)

Delete this section and replace it with the following:

Testing of HMA for compliance of Va will be at the option of the Contracting Agency. If tested, compliance of Va will be use WSDOT Standard Operating Procedure SOP 731. Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308. Testing for compliance of gradation will be by WAQTC FOP for AASHTO T 27/T 11.

5-04.3(9) Spreading And Finishing

(February 25, 2008 R&E GSP)

Section 5-04.3(9) is supplemented with the following:

During grading operations, the elevation difference between the portion of the traveled way open to traffic and the adjoining portion of roadway shall be tapered at 10:1 or greater to allow cross traffic.

5-04.3(14) Planing Bituminous Pavement

(February 25, 2008 R&E GSP)

Section 5-04.3(14) is supplemented with the following:

Transverse Joints

Unless specifically directed by the Engineer, all connections to existing asphalt shall be by a vertical sawcut abutting the pavements together and heated prior to mat construction. All joints of new hot mix asphalt to an existing pavement shall be sealed with an appropriate asphalt joint sealer. The Contractor shall construct and maintain a temporary hot mix asphalt wedge in accordance with Section 5-04.3(12) across the entire width of the transverse edge when traffic is allowed prior to paving. The wedge shall be constructed before opening the lane to traffic. The Contractor shall remove the wedge immediately prior to paving.

Beveled Edge Planing

A beveled edge shall be constructed in areas with a planed depth of more than 0.20 foot that will not be paved during the same work shift.

1 The Contractor shall use a beveled cutter on the mandrel of the planing equipment, or other
2 approved method(s), to eliminate the vertical edge(s). The beveled edge(s) shall be
3 constructed at a 4:1 slope.
4

5 *(June 30, 2014 R&E GSP)*
6

7 The existing asphalt concrete pavement shall be cold planed the full depth as shown on the
8 Plans. The final cut shall result in a uniform surface conforming to the details shown on the
9 Plans. The outside lines of the planed area shall be neat and uniform.
10

11 The Contractor shall not damage the surfacing to remain in place or the gutter lips during the
12 planing operation. The Contractor shall replace damaged gutter lips at the Contractor's
13 expense. Planing must take place within five (5) days of paving operations. The Contractor
14 shall provide a means for temporary lane delineation, including centerline (yellow), between
15 the time of planing operations and roadway paving.
16

17 **5-04.4 Measurement**

18 *(July 1, 2010 R&E GSP)*
19

20 Section 5-04.4 is supplemented with the following:
21

22 All reference to measurement of Soil Residual Herbicide, Temporary Pavement Marking,
23 Removing Temporary Pavement Marking, and Anti-Stripping Additive are deleted. No
24 additional measurement will be given to these items.
25

26 *(June 30, 2014 R&E GSP)*
27

28 Planing Bituminous Pavement Full Depth will be measured by the square yard, irrespective
29 of the number of passes required to obtain the specified depth.
30

31 *(September 5, 2006 WSDOT GSP)*
32

33 No specific unit of measurement will apply to the calculated item of asphalt cost price
34 adjustment.
35

36 **5-04.5 Payment**

37 *(July 1, 2010 R&E GSP)*
38

39 Section 5-04.5 is supplemented with the follows:
40

41 All reference to payment of Soil Residual Herbicide, Temporary Pavement Marking,
42 Removing Temporary Pavement Marking, and Anti-Stripping Additive are deleted. All
43 costs for furnishing, installing, and performing these items shall be incidental to and
44 included in the unit bid price of various HMA items.
45

1 (June 30, 2014 R&E GSP)

2
3 “Planing Bituminous Pavement Full Depth”, per square yard.
4 The unit Contract price per square yard for “Planing Bituminous Pavement Full Depth”
5 shall be full payment for all costs incurred to perform the Work, including disposal or
6 transport of excess planed material, described in Section 5-04.3(14).
7

8 **5-04.5(1)B Price Adjustments for Quality of HMA Compaction**
9 *(January 16, 2014 APWA GSP)*
10

11 Delete this section and replace it with the following:

12
13 The maximum CPF of a compaction lot is 1.00.
14

15 For each compaction lot of HMA when the CPF is less than 1.00, a Nonconforming
16 Compaction Factor (NCCF) will be determined. THE NCCF equals the algebraic difference of
17 CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated
18 as the product of the NCCF, the quantity of HMA in the lot in tons and the unit contract price
19 per ton of the mix.
20

21 **5-04.5(2)**
22 *(August 5, 2013 WSDOT GSP)*
23

24 Section 5-04.5 is supplemented with the following:

25
26 ***Asphalt Cost Price Adjustment***

27 The Contracting Agency will make an Asphalt Cost Price Adjustment, either a credit or a
28 payment, for qualifying changes in the reference cost of asphalt binder. The adjustment will
29 be applied to partial payments made according to Section 1-09.9 for the following bid items
30 when they are included in the proposal:
31

32 “HMA Cl. ____ PG ____”
33 “HMA for Approach Cl. ____ PG ____”
34 “HMA for Preleveling Cl. ____ PG ____”
35 “HMA for Pavement Repair Cl. ____ PG ____”
36 “Commercial HMA”
37

38 The adjustment is not a guarantee of full compensation for changes in the cost of asphalt
39 binder. The Contracting Agency does not guarantee that asphalt binder will be available at
40 the reference cost.
41

42 The Contracting Agency will establish the asphalt binder reference cost twice each month
43 and post the information on the Agency website at:
44

45 <http://www.wsdot.wa.gov/Business/Construction/EscalationClauses.htm>

1 The reference cost will be determined using posted prices furnished by Poten & Partners,
2 Inc. If the selected price source ceases to be available for any reason, then the Contracting
3 Agency will select a substitute price source to establish the reference cost.
4

5 The base cost established for this contract is the reference cost posted on the Agency
6 website for the period immediately preceding the bid opening date.
7

8 Adjustments will be based on the most current reference cost for Western Washington or
9 Eastern Washington as posted on the Agency website, depending on where the work is
10 performed. For work completed after all authorized working days are used, the adjustment
11 will be based on the posted reference cost during which contract time was exhausted. The
12 adjustment will be calculated as follows:
13

14 No adjustment will be made if the reference cost is within 5% of the base cost.
15

16 If the reference cost is greater than or equal to 105% of the base cost, then
17 $\text{Adjustment} = (\text{Current Reference Cost} - (1.05 \times \text{Base Cost})) \times (Q \times 0.056)$.
18

19 If the reference cost is less than or equal to 95% of the base cost, then
20 $\text{Adjustment} = (\text{Current Reference Cost} - (0.95 \times \text{Base Cost})) \times (Q \times 0.056)$.
21

22 Where Q = total tons of all classes of HMA paid in the current month's progress payment.
23

24 "Asphalt Cost Price Adjustment", by calculation.
25

26 "Asphalt Cost Price Adjustment" will be calculated and paid for as described in this section.
27 For the purpose of providing a common proposal for all bidders, the Contracting Agency has
28 entered an amount in the proposal to become a part of the total bid by the Contractor.
29

1 **DIVISION 7**

2 **DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS, WATER**
3 **MAINS, AND CONDUITS**

4
5 **7-05 MANHOLES, INLETS, AND CATCH BASINS**

6
7 **7-05.1 Description**

8 Section 7-05.1 is supplemented with the following:

9
10 This item also includes frames and grates in designated areas. Thru-curb inlet frame and
11 grate shall be used at locations with 6 inch high cement concrete traffic curb and gutter as
12 noted on the Plans. The adjusting of any new storm drain catch basin frame, manhole ring
13 and cover, for the purpose of matching new finish grades shall be incidental to the cost of
14 installation. Existing manholes, inlets, and catchbasins within the Project boundary which are
15 nearest to the point of connection into the storm drain system and other manholes, inlets, and
16 catchbasins which are impacted by construction activities will be cleaned by the Contractor.
17 This work is incidental to the various bid items in this Section.

18
19 **7-05.2 Materials**

20 Section 7-05.3 is supplemented with the following:

21
22 **Sanitary Sewer Manhole Covers**

23 "Never-Seez Anti-Seize & Lubricating Compound" shall be applied to all lock down bolts
24 prior to installation. "Never-Seez Anti-Seize & Lubricating Compound" application shall be
25 in accordance with manufacturer's recommendations. This work is incidental to the various
26 bid items.

27
28 **7-05.3(1) Adjusting Manholes and Catch Basins to Grade**

29 *(February 5, 2008 R&E GSP)*

30
31 Section 7-05.3(1), paragraph 1 is revised to read:

32
33 Where shown in the Plans or where directed by the Engineer, the existing manholes, catch
34 basins, inlets, water valve boxes, or water meter boxes shall be adjusted to the grade as
35 staked or otherwise designated by the Engineer.

36
37 **7-05.4 Measurement**

38
39 *(July 12, 2010 R&E GSP)*

40 Section 7-05.4 is supplemented with the following:

41
42 Solid Locking Ring and Cover or Frame and Cover for existing manholes and catchbasins
43 will be measured by the unit for each assembly installed.

44
45 No specific unit of measure shall apply for the item "Adjustments to Finished Grade."
46

Measurement for "Hot Mix Asphalt" required for Adjustments to Finished Grades shall be per ton in accordance with Section 5-04.

7-05.5 Payment

(July 12, 2010 R&E GSP)

Section 7-05.5 is supplemented with the following:

“Adjustments to Finished Grade”, lump sum.

The lump sum price for "Adjustments to Finished Grade" as indicated in the Bid Proposal Form shall be full compensation for all labor, tools, equipment, and materials necessary to adjust existing structures to finished grades within the project limits.

"Solid Locking Frame and Cover", per each

Payment for "Hot Mix Asphalt" required for Adjustments to Finished Grades shall be incidental to this item of work.

1 **DIVISION 8**

2 **MISCELLANEOUS CONSTRUCTION**

3
4 **8-01 EROSION CONTROL AND WATER POLLUTION CONROL**

5
6 **8-01.3 Construction Requirements**

7
8 **8-01.3(1) General**

9 Section 8-01.3(1) is supplemented with the following:

10
11 The Contractor shall prepare a Stormwater Pollution Prevention (SWPP) Plan in compliance
12 with the most current edition of the Department of Ecology's Stormwater Management
13 Manual for Western Washington, Volume II – Construction Stormwater Pollution Prevention
14 and the NPDES Permit. The Contractor's ESC Lead shall coordinate with the Contracting
15 Agency in preparing the SWPP Plan. The SWPP Plan is to remain onsite throughout the
16 duration of construction.

17
18 **8-01.4 Measurement**

19 Section 8-01.4 is supplemented with the following:

20
21 No specific unit of measure shall apply to the lump sum item "ESC Lead."

22
23 No specific unit of measurement will apply for the lump sum bid item "SWPP Plan
24 Preparation".

25
26 **8-01.5 Payment**

27 The first item, "ESC Lead", of Section 8-01.5 is revised to read:

28
29 "ESC Lead", lump sum.

30
31 The sixth item, "Inlet Protection" of Section 8-01.5 is revised to read:

32
33 "Inlet Protection", per each. The unit contract price per each for inlet protection shall include
34 all costs for removal and disposal of accumulated debris, inlet protection maintenance, and
35 inlet protection removal and disposal.

36
37 "SWPP Plan Preparation", Lump Sum

38 The lump sum price for SWPP Plan Preparation shall be full compensation for all labor,
39 materials, tools and equipment to satisfactorily complete the work as necessary and defined
40 in the Standard Specifications, these Special Provisions, and the Plans.

8-02 ROADSIDE RESTORATION

8-02.1 Description

Section 8-02.1 is supplemented with the following:

Furnish all labor, materials and equipment necessary for installation of planting and installation of topsoil and soil amendments, including but not limited to the preparation of the ground surface, installation of soil amendments, application of fertilizer, installation of seed, and chemicals as necessary in areas shown on the Plans, as specified in this document, or as directed by the Engineer in accordance with these specifications.

The extent and location of seeding work includes all areas in this project, except new plant beds and paved areas, which are disturbed by construction, grading, pavement removal, utility installation and any other of the Contractor's operations or as directed by the Engineer in accordance with these specifications.

The Contractor shall provide 48 hours notice to the Engineer when an inspection is desired.

8-02.3 Construction Requirements

8-02.3(4) Topsoil

(March 18, 2010 R&E GSP)

Section 8-02.3, revise the 1st sentence of this Section to read:

Topsoil shall be evenly spread over the specified areas to a depth of four (4) inches or as otherwise directed by the Engineer. The soil shall be cultivated to a depth of 6 inches. After the topsoil has been spread, all large clods, hard lumps, and rocks 3 inches in diameter and larger, and litter shall be raked up, removed, and disposed of by the Contractor. The area shall then be rolled with a landscape roller in at least 1 direction at a velocity not to exceed 2 feet per second. Spread topsoil after subgrade preparation is complete. Topsoil shall not be placed when the ground or topsoil is frozen, inundated with water, or in a condition detrimental to the Work.

8-02.3(4)A Topsoil Type A

(April 21, 2010 R&E GSP)

Section 8-02.3(4)A is supplemented with the following:

Topsoil Type A shall be used for seeded lawn installation and wetland seed installation.

8-02.3(11) Bark or Wood Chip Mulch

Section 8-02.3(11) is supplemented with the following:

Wood Cellulose mulch shall be applied at a rate of 2,000 pounds per acre. To improve germination of seeds, this rate may be increased with approval by the Engineer.

8-02.3(16) Lawn Installation

1 (April 22, 2010 R&E GSP)

2 Section 8-02.3(16) is supplemented with the following:

3
4 The Contractor shall perform lawn installation in accordance with the following:
5 Immediately prior to seeded lawn installation, a nominal four (4) inch depth of "Topsoil Type
6 A" shall be placed in the areas requiring seeded lawn installation or as directed by the
7 Engineer. Peat moss mulch shall be applied to a depth of 1/4 inch over newly seeded lawn
8 area. The area shall then be rolled with a landscape roller in at least 1 direction at a velocity
9 not to exceed 2 feet per second. Alternatively, a seed of fabric mulch mat shall be installed
10 as approved by the Engineer.

11
12 "Seeded Lawn Installation" will be paid where construction, filling excavation, and grading
13 have disturbed unimproved areas. This will generally consist of areas behind the sidewalk
14 where no established lawns or landscaping currently exist. "Seeded Lawn Installation" shall
15 be placed on all exposed soil disturbed by construction or any area directed by Engineer.
16 "Seeded Lawn Installation" shall also be placed on all fill and cut areas outside roadway
17 surface width, within the project limits.

18
19 The intent of seeding is to produce viable roadside vegetation toward the end of preventing
20 erosion. If seeding has not germinated satisfactorily at the time of final acceptance, this work
21 will be considered defective according to Section 1-05.7 of the Standard Specifications. The
22 Engineer may require the Contractor to post security equal to 200% of the amount bid for
23 seeding in order to secure performance of this germination specification. This security shall
24 be in a form acceptable to the City and may be required prior to release of retainage of this
25 project. Said security shall not be released until satisfactory germination has occurred. Any
26 erosion, which in the opinion of the Engineer, occurs directly as a result of insufficient seed
27 germination shall be repaired by the Contractor at no additional expense to the City. Any
28 such repairs shall be completed prior to project acceptance or release of security as identified
29 herein. Satisfactory germination is defined as a minimum of 300 stems per square foot. Any
30 area in which two consecutive one square foot plots sampled fall below this standard will be
31 considered defective and shall be corrected by the Contractor.

32
33 The dates for seeding outlined in Section 8-02.3(16)A of the Standard Specifications will be
34 considered guidelines rather than requirements for this item. The Contractor shall use
35 professional judgment and consider factors such as weather and soil moisture to obtain
36 satisfactory germination."

37
38 Immediately after hydroseeding, the Contractor shall remove hydroseed overspray from all
39 features other than the intended seeding area."

40 41 **Binding Agents**

42
43 Tacking agents and soil binders shall be provided in accordance with Section 8-01.3(2)E.
44
45

1 **8-02.4 Measurement**

2 *(February 7, 2008 R&E GSP)*

3 Section 8-02.4, is supplemented with the following:

4
5 No separate measurement will be made for topsoil, composted mulch, water and fertilizer,
6 and binding agent, where applied for "Seeded Lawn Installation".

7
8 *(March 18, 2010 R&E GSP)*

9 Section 8-02.4, is supplemented with the following:

10
11 Work performed under the item "Landscape Restoration" shall be measured in accordance
12 with Section 1-09.6 Force Account.

13
14 **8-02.5 Payment**

15 *(February 7, 2008 R&E GSP)*

16 Section 8-02.5 is supplemented with the following:

17
18 The unit contract price per square yard for "Seeded Lawn Installation" shall be full
19 compensation for all labor, materials (topsoil, fertilizer, mulch, soil amendments, binding
20 agents, and water), tools and equipment necessary to perform the work as specified herein.
21 All other items in this Section, not specified on the Bid Proposal form shall be included in the
22 cost of "Seeded Lawn Installation". The unit price shall be full compensation for multiple
23 applications in areas required by the Engineer as the work progresses.

24
25 Payment for "Landscape Restoration" shall be on a force account basis as per Section 1-09.
26 For the purpose of providing a common proposal for all bidders, and for that purpose only,
27 the Contracting Agency has established the amount of force account for this item and has
28 entered the amount in the bid proposal to become a part of the total bid by the Contractor.

29
30 **8-04 CURBS, GUTTERS, AND SPILLWAYS**

31
32 **8-04.3 Construction Requirements**

33
34 **8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways**

35 Section 8-04.3(1) is supplemented with the following:

36
37 Depressed curb driveways and wheel chair ramp openings shall be provided at such locations
38 as directed by the Engineer or shown on the Plans. All curved sections with a radius less
39 than 500 feet shall be formed in arc sections to match the radii detailed in the Plans. The
40 Contractor shall provide temporary ramps over new concrete curbing at driveway locations.

41
42 Concrete placement shall be accomplished with line and grade control such that a 10-foot
43 long straight edge placed on the concrete surface in the gutter or against the face of the curb
44 shows no variance greater than 1/8 inch in grade or 1/4 inch on line, except at a designed
45 angle point. Under no circumstances shall variances be allowed that cause drainage away
46 from the catch basin or other drainage structures.

1 Curb drains shall be constructed of 2-inch PVC pipe or other material subject to approval of
2 the Engineer, cut to length to pass from the back of curb through the curb to the face of the
3 curb at the gutter line. Spacing will be maximum of 50 feet, center to center, and/or each
4 side of the driveways and at such locations as designated by the Engineer or as shown on the
5 Plans.

6
7 The first paragraph is revised to read:

8
9 Cement concrete curb, and curb and gutter shall be constructed with air entrained concrete
10 Class 3000 conforming to the requirement of Section 6-02.

11
12 The fourth paragraph is revised to read:

13
14 Expansion joints in the curb or curb and gutter shall be spaced at 15-foot intervals, the
15 beginning and ends of curb returns, drainage structures, bridges, and cold joints with existing
16 curbs and gutters. The expansion joint shall be filled to full cross-section with 3/8-inch
17 premolded joint filler. When curb or curb and gutter is placed adjacent to Portland Cement
18 Concrete Pavement, a 1/4-inch thick, 6-inch deep premolded joint filler shall be installed
19 between the two vertical surfaces to prevent cracking. When noted in the Plans, the
20 Contractor shall install the catch basin gutter pan at drainage structures abutting the curb and
21 gutter.

22 23 **8-04.5 Payment**

24 Section 8-04.5, is supplemented with the following:

25
26 Payment for cement concrete curb and gutter shall be at the unit price bid per lineal foot and
27 shall be full compensation for all labor, equipment, and materials necessary to construct this
28 item, as specified in place, including curb drains, depressed curb driveways and wheel chair
29 ramp openings. This item includes all excavation, grading, and placement of backfill
30 necessary to construct cement concrete curb and gutter which are not identified as part of
31 other bid items.

32 33 **8-09 RAISED PAVEMENT MARKERS**

34 35 **8-09.1 Description**

36 Section 8-09.1 is supplemented with the following:

37
38 This work includes the installation of Blue Raised Pavement Markers at the location
39 indicated on the Plans and in the Specifications.

40 41 **8-09.3 Construction Requirements**

42 Section 8-09.3 is supplemented with the following:

43
44 A blue reflector, shall be installed 1 foot off the road centerline towards the hydrant.
45
46

1 **8-09.4 Measurement**

2 Section 8-09.4 is supplemented with the following:

3
4 Blue raised pavement markers shall not be measured and shall be considered incidental to
5 the various bid items.
6
7
8

9 **8-14 CEMENT CONCRETE SIDEWALKS**

10
11 **8-14.1 Description**

12 Section 8-14.1 is supplemented with the following:

13
14 This work shall consist of constructing cement concrete sidewalks and sidewalk ramps, in
15 accordance with details shown in the Plans and these Specifications and in conformity to
16 lines and grades shown in the Plans or as established by the Engineer. Replacement or
17 matching to existing driveways shall be completed with a similar material and finish as that
18 which exists or as directed by the Engineer.
19

20 **8-14.3 Construction Requirements**

21 Section 8-14.3 is supplemented with the following:

22 *(April 12, 2013 R&E GSP)*

23
24 Sidewalks shall meet the following minimum requirements.
25

- 26 1. Sidewalks shall have a uniform thickness of 4-inches.
27 2. All curved sections shall be formed in arc sections to match the radii detailed in the Plans
28 3. 3/8-inch through joints shall be placed 20 feet center to center, and shall be matched to
29 curb and gutter joints.
30 4. "V" grooves shall be scored 3/4-inch deep at five-foot intervals.
31 5. All joints shall be cleaned and edged.
32 6. The Contractor shall provide temporary ramps over new concrete curbing at driveway
33 locations.
34 7. Two (2) inches of washed rock shall be placed beneath sidewalks. Washed rock shall
35 conform to Section 9-03.12(5).
36

37 *(April 12, 2013 R&E GSP)*

38 The Contractor shall use a herbicide material on the existing curb, gutter, and sidewalk where
39 weeds are present. The Contractor shall request approval, from the Contracting Agency, of
40 the herbicide type prior to its placement. Herbicide shall be placed in accordance with 8-02.
41

42 **8-14.3(4) Curing**

43 Section 8-14.3(4) is supplemented with the following:

44
45 It shall be the Contractor's responsibility to protect curing concrete until it is set to prevent
46 vandalism. Any repairs needed to correct vandalism during the initial set period, including

1 full replacement of the damaged panel, shall be at the expense of the Contractor and subject
2 to approval of the Engineer.

4 **8-14.5 Payment**

5 Section 8-14.5 is supplemented with the following:

7 Payment for "Cement Concrete Sidewalk", shall be at the unit price bid per square yard of
8 cement concrete in place and shall be full compensation for all labor, equipment, and
9 material necessary to construct this item in place, including driveway sections and repair
10 sections, as specified including leveling and grading subgrade. Washed rock, and cement
11 concrete pedestrian curb, shall be considered incidental to this bid item.

13 "Cement Conc. Curb Ramp Type ____", per each.

14 The unit Contract price per each for "Cement Concrete Curb Ramp Type ____", shall be full
15 pay for installing the curb ramp as specified, including the "Detectable Warning Surface" and
16 leveling and grading subgrade. Washed rock, and cement concrete pedestrian curb, shall be
17 considered incidental to this bid item

19 **8-22 PAVEMENT MARKING**

21 **8-22.1 Description**

22 Section 8-22.1 is supplemented with the following:

24 Also included in this item is the complete removal of existing and temporary pavement
25 markings that will conflict with the new channelization. This work shall be incidental to the
26 various bid items of the Contract, and no additional compensation will be made.

28 **8-22.2 Materials**

29 Section 8-22.2 is supplemented with the following:

31 In accordance with Section 8-22.2 of the Standard Specifications, the plastic material used
32 to form pavement markings shall be Type A – liquid hot applied thermoplastic.

34 **8-22.3 Construction Requirements**

35 *(February 11, 2008 R&E GSP)*

37 Section 8-22.3 is supplemented with the following:

39 Pavement markings shall be applied with appropriate templates to avoid non-uniform edges
40 and unwanted drippings. Any such non-conforming pavement markings will be removed and
41 replaced at the Contractors expense.

43 **8-22.3(1) Preliminary Spotting**

44 Section 8-22.3(1) is supplemented with the following:

1 The Contractor shall notify the Engineer three (3) working days in advance of scheduled
2 preliminary spotting.

4 **8-23 TEMPORARY PAVEMENT MARKINGS**

6 **8-23.1 Description**

7 Section 8-23.1 is supplemented with the following:

9 The temporary centerline striping shall be 1-foot of stripe for every 25-feet of roadway.
10 Temporary marking will be incidental to the bid proposal item for HMA in accordance with
11 Section 5-04.

12
13 The following new Section is created:

15 **8-30 POTHOLE EXISTING UNDERGROUND UTILITY**

17 **8-30.1 Description**

18
19 When directed by the Engineer or shown on the Plans, this work shall consist of potholing
20 existing underground utilities. The Contractor shall perform utility investigations or
21 coordinate with utility companies as required. At the direction of the Engineer, the
22 Contractor shall perform exploratory excavations or provide hand potholing as required to
23 collect as-built utility information. The Contractor shall verify the depth and location of
24 existing underground utilities. The Contractor shall immediately notify the Engineer if field
25 conditions differ from that shown on the Plans. The Contractor shall give the owner advance
26 notice of four (4) working days, prior to conducting such investigations.

28 **8-30.4 Measurement**

29
30 Measurement for potholing existing underground utilities will be by the unit for each
31 pothole.

33 **8-30.5 Payment**

34 Payment will be made in accordance with Section 1-04.1, for the following bid items:

35
36 "Pothole Existing Underground Utility", per each.

37 The unit contract price per each for "Pothole Existing Underground Utility" shall be full
38 compensation for all equipment, labor, and materials to locate the existing utility, verify the
39 utilities' vertical and horizontal location, and restoring the disturbed area.

40
41 The following new Section is created:

43 **8-31 REPAIR EXISTING PUBLIC AND PRIVATE FACILITIES**

45 **8-31.1 Description**

1 This work shall consist of the repair of existing public and private facilities, and the
2 correction, repair, removal, or construction of items as directed by the Engineer. This shall
3 not exempt the contractor from protecting known existing facilities, or from the
4 responsibility for repair of such known existing facilities.
5

6 **8-31.3 Construction Requirements**

7

8 The contractor shall obtain written or verbal approval from the Engineer, prior to proceeding
9 with any repair of existing or private facilities. Work performed without approval from the
10 Engineer will not be compensated.
11

12 The Contractor and the Contracting Agencies' representative or Engineer shall reconcile the
13 hours of work for labor and equipment on a daily basis for the purpose of tracking all work
14 under this item. The Contractor shall supply the Engineer with material invoices for all
15 materials incorporated into this work in a timely manner. Invoices shall be original or copies
16 of original invoices from the material supplier.
17

18 **8-31.4 Measurement**

19

20 Work performed under the item "Repair Existing Public and Private Facilities" shall be
21 measured in accordance with Section 1-09.6 Force Account.
22

23 **8-31.5 Payment**

24

25 Payment for the item "Repair Existing Public and Private Facilities" shall be full
26 compensation for all labor, tools, equipment, materials and subcontractor work needed to
27 complete individual items of work as directed by the engineer. This item shall be paid in
28 accordance with Section 1-09.6 Force Account.
29

30 **8-32 UNANTICIPATED SITE WORK**

31

32 **8-32.1 Description**

33

34 Unanticipated site work shall be performed at locations designated by the Engineer, and at
35 locations proposed by the Contractor and approved by the Engineer.
36

37 **8-32.3 Construction Requirements**

38

39 The Contractor and the Contracting Agencies' representative or Engineer shall reconcile the
40 hours of work for labor and equipment on a daily basis for the purpose of tracking all work
41 under this item. The Contractor shall supply the Engineer with material invoices for all
42 materials incorporated into this work in a timely manner. Invoices shall be original or copies
43 of original invoices from the material supplier.
44
45

1 **8-32.4 Measurement**

2
3 Work performed under the item “Unanticipated Site Work” shall be measured in accordance
4 with Section 1-09.6 Force Account.
5

6 **8-32.5 Payment**

7
8 Payment will be made in accordance with Section 1-04.1, for the following bid item:
9 “Unanticipated Site Work,” by force account as provided in Section 1-09.6. To provide a
10 common proposal for all bidders, the Contracting Agency has entered an amount in the
11 proposal to become a part of the Contractor’s total bid.
12

DIVISION 9
MATERIALS

9-03 AGGREGATES

9-03.8(2) HMA Test Requirements
(March 10, 2010 APWA GSP)

Section 9-03.8(2) is supplemented with the following:

ESAL's

The number of ESAL's for the design and acceptance of the HMA shall be 1 million.

9-03.10 Aggregate for Gravel Base
(December 28, 2009 R&E GSP)

Section 9-03.10 is revised to read:

Gravel base shall consist of granular material, either naturally occurring or processed. It shall be essentially free from various types of wood waste or other extraneous or objectionable materials. It shall have such characteristics of size and shape that it will compact readily and the maximum particle size shall not exceed ½ of the depth of the layer being placed.

Gravel base shall meet the following requirements for grading and quality when placed in hauling vehicles for delivery to the roadway or during manufacture and placement into a temporary stockpile. The exact point of acceptance will be determined by the Engineer.

<u>Sieve Size</u>	<u>Percent Passing</u>
4" square	100
1-1/2" square	70-100
1/2" square	35-80
U.S. No. 4	15-50
U.S. No. 40	20 max
U.S. No. 200	5.0 max

Sand Equivalent shall be 40 min.

All percentages are by weight.

Gravel base material retained on a No. 4 sieve shall contain not more than 0.20 percent by weight of wood waste.

9-14 EROSION CONTROL AND ROADSIDE PLANTING

9-14.1 Soil

9-14.1(1) Topsoil Type A

General: Topsoil shall be free draining, fertile, friable sandy loam, and shall supply the following composition requirements: weed and seed free; pH between 5.5 and 7.5; maximum particle size to 1/2 inch, with 97% to 100% passing the 3/8 inch screen; soluble salts shall not exceed 4.0 mmho/cm; free of clay lumps, litter and toxic matter harmful to plant growth. Components shall conform to the requirements indicated. Percentages below are by volume. Mixing of the soil components shall not occur on site.

	Sand	Compost	Sandy Loam
Topsoil for turf, rough grass and plant bed areas	34%	33%	33%

Top Sand: Conform to the following analysis using Tyler Standard Screens - Equivalent U.S. Series Number:

Sieve Size	Percent Passing by Weight
#4	100%
#10	95-100%
#16	85-100%
#30	75-90%
#60	15-30%
#100	0-5%
#200 (wet sieve)	0-1.5%

Composted Mulch: Material shall be derived from aerobic decomposition of recycled plant waste fully composted; material shall be composted on a paved surface and shall have a moisture content of between 20% and 40%; no visible free water or dust shall be produced when handling the material; fresh sawdust or fresh wood by products shall not have been added after the composting process has begun. No recycled sanican waste shall be used. Yard waste shall be from permitted composting facility. Pure organic matter content shall be between 30% and 50% by weight. 100% of composted yard waste shall pass the 7/16 inch screen and a minimum 50% shall pass the 1/4" screen. Material shall be maintained at a 15% oxygen level throughout the composting process.

Sandy Loam: Shall be derived from the "A" horizon of naturally occurring, free draining, friable soils. Soils with a high clay content will be rejected. Submit separate sample for approval prior to mixing.

1 **9-14.2 Seed**

2 Section 9-14.2 is supplemented with the following:

3
4 Grass seed for Seeded Lawn Installation shall be a blended seed mixture of non-leafy grasses
5 of a commercial grade for home lawn use. The composition, proportion, and quality shall be
6 subject to the advance approval of the Engineer. Grass seed mixtures for playgrounds,
7 pastures, roadside seeding, or other non-residential use shall not be allowed. The approved
8 grass seed mixture shall be applied to the rate of five pounds per 1,000 square feet.

9 **9-14.3 Fertilizer**

10 Section 9-14.3 is supplemented with the following:

11
12 The Contractor shall supply a commercially available starter fertilizer designed by the
13 manufacturer for use in new lawn installation applications. The fertilizer formula and
14 application rate shall provide the following types and amounts of nutrients at a minimum:

15
16 Total Nitrogen as N - One pound per thousand square feet

17
18 Available Phosphoric Acid as P_2O_5 - One pound per thousand square feet

19
20 Soluble Potash as K_2O - One pound per thousand square feet.

21 50-60 percent of the total nitrogen shall be derived from ureaform or ureformaldehyde.
22 The remainder may be derived from any source.

(January 6, 2014)

Standard Plans

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01 transmitted under Publications Transmittal No. PT 13-037, effective August 5, 2013 is made a part of this contract.

The Standard Plans are revised as follows:

A-50.10

Sheet 2 of 2, Plan, with Single Slope Barrier, reference C-14a is revised to C-70.10

A-50.20

Sheet 2 of 2, Plan, with Anchored Barrier, reference C-14a is revised to C-70.10

A-50.30

Sheet 2 of 2, Plan (top), reference C-14a is revised to C-70.10

B-10.20 and B-10.40

Substitute "step" in lieu of "handhold" on plan

B-25.20

Add Note 7. See Standard Specification Section 8-04 for Curb and Gutter requirements

B-90.40

Offset & Bend details, add the subtitle, "Plan View" above titles

C-16a

Note 1, reference C-28.40 is revised to C-20.10

C-16b

Note 3, reference C-28.40 is revised to C-20.10

C-20.10

All callouts for "W6 x 9 STEEL POST" are revised to read "W6 x 9 STEEL POST OR 6 x 8 TIMBER POST."

Isometric View, callout, "W6 x 9 x 6' LONG STEEL POST" is revised to read "W6 x 9 x 6' LONG STEEL POST OR 6 x 8 x 6' LONG TIMBER POST."

Add General Note 5. "All posts for any standard barrier run shall be of the same type: timber or steel."

C-20.40

All callouts for "W6 x 9 STEEL POST" are revised to read "W6 x 9 STEEL POST OR 6 x 8 TIMBER POST."

C-20.42

The callout for “W6 x 9 STEEL POST” is revised to read “W6 x 9 STEEL POST OR 6 x 8 TIMBER POST.”

C-22.14

Section B, callout, “ 5/8” x 2” LONG BUTTON HEAD BOLT WITH 7/32” OVAL GRIP, CUT WASHER, AND HEX NUT” is revised to read “ 5/8” x 2” LONG BUTTON HEAD BOLT WITH 7/32” OVAL GRIP, CUT WASHER, AND HEX NUT FOR STEEL POST OR 5/8” x 10” LONG BUTTON HEAD BOLT WITH 7/32” OVAL GRIP, CUT WASHER, AND HEX NUT FOR TIMBER POST”

C-22.16

Section B, callout, “ 5/8” x 2” LONG BUTTON HEAD BOLT WITH 7/32” OVAL GRIP, CUT WASHER, AND HEX NUT” is revised to read “ 5/8” x 2” LONG BUTTON HEAD BOLT WITH 7/32” OVAL GRIP, CUT WASHER, AND HEX NUT FOR STEEL POST OR 5/8” x 10” LONG BUTTON HEAD BOLT WITH 7/32” OVAL GRIP, CUT WASHER, AND HEX NUT FOR TIMBER POST”

C-23.60

Add General Note 7. “Posts shall match those of connecting run: timber or steel.”

C-25.18

General Notes, Note 6 is revised to read “ Posts 1 and 2 are 10 x 10 timber or W6 x 15 steel posts ~ 7’ – 6” long. Posts 3 through 9 are 6 x 8 timber or W6 x 9 steel posts ~ 6’ – 0’ long..”

C-25.80

Add General Note 5. “All posts for any standard barrier run shall be of the same type: timber or steel.”

C-70.10

Elevation, and Barrier Connection Detail, callout for premolded joint filler, revise ¼” to 3/8” Note 1, revise ¼” to 3/8”.

The Welded Wire Reinforcing Substitution Option Table is deleted. The note, “*Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07” is revised to read: “Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3.”

C-75.10

Elevation, callout for premolded joint filler, revise ¼” to 3/8”, Note 1, revise ¼” to 3/8”.

The Welded Wire Reinforcing Substitution Option Table is deleted. The note, “*Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07” is revised to read: “Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3.”

C-75.20

Elevation, callout for premolded joint filler, revise ¼" to 3/8", Note 1, revise ¼" to 3/8".

The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "**Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3."

C-75.30

Elevation, and Plan views, callout for premolded joint filler, revise ¼" to 3/8" ", Note 1, revise ¼" to 3/8".

The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "**Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3."

C-80.10

The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "**Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3."

C-80.20

The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "**Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3."

C-80.30

The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "**Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3."

C-80.40

The Welded Wire Reinforcing Substitution Option Table is deleted. The note, "**Optional Substitutions to Welded Wire Reinforcements shall conform to Standard Specification Sections 6-10 and 9-07" is revised to read: "Steel Welded Wire Reinforcement Deformed, for Concrete may be substituted for reinforcing steel in accordance with Standard Specification 6-10.3."

C-85.14

General Notes, Note 1, reference to Standard Plan C-13 is revised to C-70.10

C-85.15

General Notes, Note 2, reference to Standard Plan C-13 is revised to C-70.10

C-85.16

General Notes, Note 1, reference to Standard Plan C-13 is revised to C-70.10

C-85.18

General Notes, Note 1, reference to Standard Plan C-13 is revised to C-70.10

C-85.20

General Notes, Note 3, reference to Standard Plan C-13 is revised to C-70.10

F-10.12

Note 1. See Standard Plan F-30.10 for Curb Expansion and Contraction Joint spacing. Is revised to read; "See Standard Plan F-30.10 for Curb Expansion and Contraction Joint spacing and see Standard Specification section 8-04 and 9-04 for additional requirements."

F-10.62

Plan Title, Precast Concrete Sloped Mountable Curb is revised to read; "Precast Sloped Mountable Curb"

F-10.64

Plan Title, Plan Title, Precast Concrete Dual Faced Sloped Mountable Curb is revised to read; "Precast Dual Faced Sloped Mountable Curb"

F-30.10

Sections, left side of sheet, (4 places), dimension, Sidewalk - 6' - 0" MIN. (See Contract) is revised to read; "Sidewalk (See Contract)"

Section, top middle of sheet, dimension, Sidewalk - 6' - 0" MIN. (See Contract) is revised to read; "Sidewalk (See Contract)"

F-80.10

callout, top middle of sheet, Match Sidewalk Width See Contract Plans ~ 4' - 0" MIN. is revised to read; "Match Sidewalk Width See Contract Plans"

dimension, PLAN VIEW TYPE 2, (2 places), 4' - 0" MIN, is revised to read; "(See Contract)"

dimension, SECTION C, See Contract Plans ~ 4' - 0" MIN. is revised to read; "See Contract Plans"

G-60.20

Side View, callout, "Anchor Rod ~ 1-3/4" Diam. x 4'-4" Threaded 8" Min. Each End; W/ 2 Washers & 4 Heavy Hex Nuts ~ Galvanize Exposed Anchor Rod End for 1'-0" Min." is

revised to read; "Anchor Rod ~ 1-3/4" Diam. x 4'-4" Threaded 8" Min. Each End; W/ 2 Washers & 6 Heavy Hex Nuts ~ Galvanize Exposed Anchor Rod End for 1'-0" Min."

G-60.30

End View, callout, "Anchor Rod ~ 1-3/4" Diam. x 4'-4" Threaded 8" Min. Each End; W/ 2 Washers & 4 Heavy Hex Nuts ~ Galvanize Exposed Anchor Rod End for 1'-0" Min." is revised to read; "Anchor Rod ~ 1-3/4" Diam. x 4'-4" Threaded 8" Min. Each End; W/ 2 Washers & 6 Heavy Hex Nuts ~ Galvanize Exposed Anchor Rod End for 1'-0" Min."

H-70.20

Sheet 2, Spacing Detail, Mailbox Support Type 1, reference to Standard Plan I-70.10 is revised to H-70.10

J-3b

Sheet 2 of 2, Plan View of Service Cabinet, Boxed Note, "SEE STANDARD PLAN J-6C..." is revised to read: "SEE STANDARD PLAN J-10.10..."

Sheet 2 of 2, Plan View of Service Cabinet Notes, references to Std. Plan J-9a are revised to J-60.05 (3 instances).

Sheet 2 of 2, "Right Side of Service Cabinet" detail, callout, "1 5/8" x 2 7/16" 12 GA. SLOTTED STEEL CHANNEL BRACKETS (3 REQ'D), EMBED 12" MIN. IN FOUNDATION."

Is revised to read: "1-5/8" x 3-1/4", 12 GA. BACK TO BACK SLOTTED STEEL CHANNEL BRACKETS (3 REQ'D), EMBED 12" MIN. IN FOUNDATION"

J-10.10

Note 2."The contractor shall install the conduits in the locations shown. Conduits shall extend 2" min. above the coupling. The conduit containing unfused utility conductors shall extend into the utility chase." is revised to read:

"The contractor shall install the conduits in the locations shown. Conduits shall extend 2" min. above the coupling. The grounded end bushing on GRS conduit and the end bell bushing on PVC conduit shall extend 3" max. above the coupling. The conduit containing unfused utility conductors shall extend into the utility chase."

Note 4. "The cabinets shall be attached to the foundation with 4 each: 1/2" x 12" x 2" x 4" hot dip galv. anchor bolts, washers, and nuts. Stainless steel epoxy anchors may be used as an alternative, and shall be 1/2" diam. x 9", or 5/8" diam. x 8". Bolts shall extend 1 1/2" min. to 2" max. above the concrete pad." is revised to read:

"The cabinets shall be attached to the foundation with 4 each: 1/2" x 12" x 2" x 4" anchor bolts, washers, and nuts conforming to Section 9-06.5(1) and galvanized after fabrication in accordance with AASHTO M 232. Stainless steel epoxy anchors may be used as an alternative, and shall be 1/2" diameter x 9", or 5/8" diameter x 8". Threaded Rod (conforming to ASTM F 593), washers (conforming to ASTM A 240), and nuts (conforming to ASTM F

594), all shall be Type 304 stainless steel. Bolts shall extend 1 ½" min. to 2" max. above the concrete pad."

J-10.15

ANCHOR BOLT detail, callout – ASTM A307 with washer and nut – Galvanized per AASHTO M 232 is revised to read; "Anchor bolts, washers, and nuts conforming to Section 9-06.5(1) and galvanized after fabrication in accordance with AASHTO M 232 "

J-15.10

Elevation View (3x), Depth dimension, reads; "Depth ~ See Std. Spec. 9-20.3(14)E and Contract", revised to read; "Depth ~ See Std. Spec. 8-20.3(13)A and Contract"

J-15.15

General Notes, Note 3, reference to Standard Plan J-7c is revised to J-27.15

J-20.10

Foundation Detail, callout, "½" diameter steel hex nut, with 1 ½" flat washer (2) each req'd per anchor bolt" is revised to read; ½" diameter steel heavy hex nut, with ½" flat washer (2) each req'd per anchor bolt

J-20.11

Sheet 1, View A, callout, "½" x 26" full thread ~ (4) required ½" hex nuts ~ (4) required per anchor bolt" is revised to read; "½" x 24" full thread ~ (4) required ½" heavy hex nuts ~ (4) required per anchor bolt"

Section B, callout, "1/2" diameter steel hex nut, with ½" flat washer, (2) required per anchor bolt" is revised to read; 1/2" diameter steel heavy hex nut, with ½" flat washer, (2) required per anchor bolt

Sheet 2, Elevation, callout, "Anchor bolt ½" x 28" full thread ~ (4) required ½" hex nuts ~ (4) required per anchor bolt" is revised to read: Anchor bolt ¾" x 36" full thread ~ (4) required ¾" heavy hex nuts ~ (4) required per anchor bolt"

J-20.16

Elevation, callout, "1/4" Premolded Joint Filler" is revised to read; "3/8" Premolded Joint Filler"

Add General Note 9. "Junction Box serving the Standard shall preferably be located 5' – 0" (10' – 0" Max.) from the Standard."

J-21.10

Sheet 1, Round Concrete Foundation Detail, Elevation, callout, "¾" hex nuts, steel, (4) Req'd. per Anchor Bolt" is revised to read; Anchor bolt ¾" x 30" full thread ~ (4) required ¾" heavy hex nuts, steel, (4) Req'd. per Anchor Bolt

Sheet 1, Square Concrete Foundation Detail, Elevation, callout, “3/4” hex nuts, steel, (4) Req’d. per Anchor Bolt” is revised to read; Anchor bolt 3/4” x 30” full thread ~ (4) required 3/4” heavy hex nuts, steel, (4) Req’d. per Anchor Bolt

Sheet 1, Detail C, callout, “Base Plate Assembly ~ 1/2” Diam. steel hex nut, with 1 1/2” flat washer, 2 each req’d per anchor bolt ~ minimum of 2 threads above top of nut or 5/8” maximum (Typ.)” is revised to read; Base Plate Assembly ~ 3/4” heavy hex nut, with 3/4” flat washer, 2 each req’d per anchor bolt ~ minimum of 2 threads above top of nut or 5/8” maximum (Typ.)”

Sheet 2, Round Concrete Foundation Detail, Elevation, callout, “Anchor Bolts ~ (4) req’d per assembly (Typ.)” is revised to read; Anchor Bolt 3/4” x 30” full thread ~ (4) req’d per assembly (Typ.)”

Callout, “3/4” hex nuts, steel ~ (4) req’d. per anchor bolt” is revised to read; 3/4” heavy hex nuts, steel ~ (4) req’d. per anchor bolt

Sheet 2, Round Concrete Foundation Detail, Elevation, callout, “Anchor Bolts ~ (4) req’d per assembly (Typ.)” is revised to read; Anchor Bolt 3/4” x 30” full thread ~ (4) req’d per assembly (Typ.)”

Callout, “3/4” hex nuts, steel ~ (4) req’d. per anchor bolt” is revised to read; 3/4” heavy hex nuts, steel ~ (4) req’d. per anchor bolt

J-22.15

Ramp Meter Signal Standard, elevation, dimension 4’ - 6” is revised to read; 6’-0”

J-29.10

Galvanized Welded Wire Mesh detail, callout – “Drill and Tap for 1/4” Diam. Cap Screw, 3 Places, @ 9” center, all 4 edges S.S. Screw, ASTM F593 and washer”

Is revised to read;

“Drill and Tap for 1/4” Diam. Cap Screw, 3 Places, @ 9” center, all 4 edges S.S. Screw, ASTM F593 and washer. Liberally coat the threads with Anti-seize Compound.”

J-29.15

Title, “Camera Pole Standard” is revised to read; “Camera Pole Standard Details”

J-29-16

Title, “Camera Pole Standard Details” is revised to read; “Camera Pole Details”

J-60.14

All references to J-16b (6x) are revised to read; J-60.11

J-75.40

Detail C, callout– EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL REINFORCING BAR, SIZE PER NEC MIN. SIZE # 8

Is revised to read; EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL REINFORCING BAR, SIZE PER NEC minimum size # 4 AWG

Detail C, callout – Stainless Steel, selftapping ¼” Diam. Screw w/ S.S. Washer, space approx. 9” O.C. is revised to read; “Stainless Steel, selftapping ¼” Diam. Screw w/ S.S. Washer, space approx. 9” O.C., liberally coat the threads with Anti-seize compound”

J-75.45

Detail D, callout– EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL REINFORCING BAR, SIZE PER NEC. MIN. SIZE # 8

Is revised to read:

EQUIPMENT GROUNDING CONDUCTOR ~ CLAMP TO STEEL REINFORCING BAR, SIZE PER NEC minimum size # 4 AWG

Detail C, callout – Stainless Steel, selftapping ¼” Diam. Screw w/ S.S. Washer, space approx. 9” O.C. is revised to read; “Stainless Steel, selftapping ¼” Diam. Screw w/ S.S. Washer, space approx. 9” O.C., liberally coat the threads with Anti-seize compound”

J-90.10

Section B, callout, “Hardware Mounting Rack ~ S. S. 1-5/8” Slotted Channel” is revised to read: “Hardware Mounting Rack (Typ.) ~ Type 304 S. S. 1-5/8” Slotted Channel”

J-90.20

Section B, callout, “Hardware Mounting Rack (Typ.) ~ S. S. 1-5/8” Slotted Channel” is revised to read: “Hardware Mounting Rack (Typ.) ~ Type 304 S. S. 1-5/8” Slotted Channel”

K-80.30

In the NARROW BASE, END view, the reference to Std. Plan C-8e is revised to Std. Plan K-80.35

The following are the Standard Plan numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.

A-10.10-00.....8/7/07	A-30.35-00.....10/12/07	A-50.20-01.....9/22/09
A-10.20-00.....10/5/07	A-40.00-00.....8/11/09	A-50.30-00.....11/17/08
A-10.30-00.....10/5/07	A-40.10-02.....6/2/11	A-50.40-00.....11/17/08
A-20.10-00.....8/31/07	A-40.15-00.....8/11/09	A-60.10-01.....10/14/09
A-30.10-00.....11/8/07	A-40.20-02.....5/29/13	A-60.20-02.....6/2/11
A-30.15-00.....11/8/07	A-40.50-01.....6/2/11	A-60.30-00.....11/8/07
A-30.30-01.....6/16/11	A-50.10-00.....11/17/08	A-60.40-00.....8/31/07
B-5.20-01.....6/16/11	B-30.50-01.....4/26/12	B-75.20-01.....6/10/08
B-5.40-01.....6/16/11	B-30.70-03.....4/26/12	B-75.50-01.....6/10/08
B-5.60-01.....6/16/11	B-30.80-00.....6/8/06	B-75.60-00.....6/8/06
B-10.20-01.....2/7/12	B-30.90-01.....9/20/07	B-80.20-00.....6/8/06

B-10.40-00.....6/1/06	B-35.20-00.....6/8/06	B-80.40-00.....6/1/06
B-10.60-00.....6/8/06	B-35.40-00.....6/8/06	B-82.20-00.....6/1/06
B-15.20-01.....2/7/12	B-40.20-00.....6/1/06	B-85.10-01.....6/10/08
B-15.40-01.....2/7/12	B-40.40-01.....6/16/10	B-85.20-00.....6/1/06
B-15.60-01.....2/7/12	B-45.20-00.....6/1/06	B-85.30-00.....6/1/06
B-20.20-02.....3/16/12	B-45.40-00.....6/1/06	B-85.40-00.....6/8/06
B-20.40-03.....3/16/12	B-50.20-00.....6/1/06	B-85.50-01.....6/10/08
B-20.60-03.....3/15/12	B-55.20-00.....6/1/06	B-90.10-00.....6/8/06
B-25.20-01.....3/15/12	B-60.20-00.....6/8/06	B-90.20-00.....6/8/06
B-25.60-00.....6/1/06	B-60.40-00.....6/1/06	B-90.30-00.....6/8/06
B-30.10-01.....4/26/12	B-65.20-01.....4/26/12	B-90.40-00.....6/8/06
B-30.20-02.....4/26/12	B-65.40-00.....6/1/06	B-90.50-00.....6/8/06
B-30.30-01.....4/26/12	B-70.20-00.....6/1/06	B-95.20-01.....2/3/09
B-30.40-01.....4/26/12	B-70.60-00.....6/1/06	B-95.40-00.....6/8/06
C-1.....6/16/11	C-6.....5/30/97	C-23.60-02.....6/21/12
C-1a.....10/14/09	C-6a.....10/14/09	C-24.10-00.....7/12/12
C-1b.....6/16/11	C-6c.....1/6/00	C-25.18-03.....7/2/12
C-1c.....5/30/97	C-6d.....5/30/97	C-25.20-05.....7/2/12
C-1d.....10/31/03	C-6f.....7/25/97	C-25.22-04.....7/2/12
C-2.....1/6/00	C-7.....6/16/11	C-25.26-02.....7/2/12
C-2a.....6/21/06	C-7a.....6/16/11	C-25.80-02.....7/2/12
C-2b.....6/21/06	C-8.....2/10/09	C-40.14-02.....7/2/12
C-2c.....6/21/06	C-8a.....7/25/97	C-40.16-02.....7/2/12
C-2d.....6/21/06	C-8b.....6/27/11	C-40.18-02.....7/2/12
C-2e.....6/21/06	C-8e.....2/21/07	C-70.10-00.....4/8/12
C-2f.....3/14/97	C-8f.....6/30/04	C-75.10-00.....4/8/12
C-2g.....7/27/01	C-10.....6/3/10	C-75.20-00.....4/8/12
C-2h.....3/28/97	C-16a.....6/3/10	C-75.30-00.....4/8/12
C-2i.....3/28/97	C-16b.....6/3/10	C-80.10-00.....4/8/12
C-2j.....6/12/98	C-20.10-01.....6/20/13	C-80.20-00.....4/8/12
C-2k.....7/27/01	C-20.14-02.....7/2/12	C-80.30-00.....4/8/12
C-2n.....7/27/01	C-20.15-01.....7/2/12	C-80.40-00.....4/8/12
C-2o.....7/13/01	C-20.18-01.....7/2/12	C-80.50-00.....4/8/12
C-2p.....10/31/03	C-20.19-01.....7/2/12	C-85.10-00.....4/8/12
C-3.....7/2/12	C-20.40-03.....7/2/12	C-85.11-00.....4/8/12
C-3a.....10/4/05	C-20.42-03.....7/2/12	C-85.14-00.....6/16/11
C-3b.....6/27/11	C-20.45.01.....7/2/12	C-85.15-00.....6/16/11
C-3c.....6/27/11	C-22.14-02.....6/16/11	C-85.16-00.....6/16/11
C-4b.....6/8/06	C-22.16-03.....4/18/12	C-85.18-00.....6/16/11
C-4e.....2/20/03	C-22.40-02.....6/16/10	C-85.20-00.....6/16/11
C-4f.....7/2/12	C-22.45.00.....6/16/11	C-90.10-00.....7/3/08
D-2.04-00.....11/10/05	D-2.48-00.....11/10/05	D-3.17-01.....5/17/12
D-2.06-01.....1/6/09	D-2.64-01.....1/6/09	D-4.....12/11/98
D-2.08-00.....11/10/05	D-2.66-00.....11/10/05	D-6.....6/19/98

D-2.14-00.....11/10/05	D-2.68-00.....11/10/05	D-10.10-01.....12/2/08
D-2.16-00.....11/10/05	D-2.80-00.....11/10/05	D-10.15-01.....12/2/08
D-2.18-00.....11/10/05	D-2.82-00.....11/10/05	D-10.20-00.....7/8/08
D-2.20-00.....11/10/05	D-2.84-00.....11/10/05	D-10.25-00.....7/8/08
D-2.32-00.....11/10/05	D-2.86-00.....11/10/05	D-10.30-00.....7/8/08
D-2.34-01.....1/6/09	D-2.88-00.....11/10/05	D-10.35-00.....7/8/08
D-2.36-02.....1/6/09	D-2.92-00.....11/10/05	D-10.40-01.....12/2/08
D-2.42-00.....11/10/05	D-3.09-00.....5/17/12	D-10.45-01.....12/2/08
D-2.44-00.....11/10/05	D-3.10-01.....5/29/13	D-15.10-01.....12/2/08
D-2.60-00.....11/10/05	D-3.11-02.....5/29/13	D-15.20-02.....6/2/11
D-2.62-00.....11/10/05	D-3.15-02.....6/10/13	D-15.30-01.....12/02/08
D-2.46-00.....11/10/05	D-3.16-02.....5/29/13	
E-1.....2/21/07	E-4.....8/27/03	
E-2.....5/29/98	E-4a.....8/27/03	
F-10.12-02.....6/16/11	F-10.62-01.....9/05/07	F-40.15-02.....6/20/13
F-10.16-00.....12/20/06	F-10.64-02.....7/3/08	F-40.16-02.....6/20/13
F-10.18-00.....6/27/11	F-30.10-02.....6/20/13	F-45.10-01.....6/21/12
F-10.40-02.....6/21/12	F-40.12-02.....6/20/13	F-80.10-02.....3/15/12
F-10.42-00.....1/23/07	F-40.14-02.....6/20/13	
G-10.10-00.....9/20/07	G-24.60-02.....5/20/13	G-70.20-02.....6/10/13
G-20.10-00.....9/20/07	G-25.10-04.....6/10/13	G-70.30-02.....6/10/13
G-22.10-01.....7/3/08	G-30.10-02.....6/20/13	G-90.10-01.....5/11/11
G-24.10-00.....11/8/07	G-50.10-01.....6/20/13	G-90.20-02.....3/22/13
G-24.20-01.....2/7/12	G-60.10-02.....6/10/13	G-90.30-02.....3/22/13
G-24.30-01.....2/7/12	G-60.20-01.....6/27/11	G-90.40-01.....10/14/09
G-24.40-03.....6/20/13	G-60.30-01.....6/27/11	G-95.10-01.....6/2/11
G-24.50-02.....6/20/13	G-70.10-02.....6/10/13	G-95.20-02.....6/2/11
		G-95.30-02.....6/2/11
H-10.10-00.....7/3/08	H-32.10-00.....9/20/07	H-70.10-01.....2/7/12
H-10.15-00.....7/3/08	H-60.10-01.....7/3/08	H-70.20-01.....2/16/12
H-30.10-00.....10/12/07	H-60.20-01.....7/3/08	H-70.30-02.....2/7/12
I-10.10-01.....8/11/09	I-30.20-00.....9/20/07	I-40.20-00.....9/20/07
I-30.10-02.....3/22/13	I-30.30-01.....6/10/13	I-50.20-01.....6/10/13
I-30.15-02.....3/22/13	I-30.40-01.....6/10/13	I-60.10-01.....6/10/13
I-30.16-00.....3/22/13	I-30.60-00.....5/29/13	I-60.20-01.....6/10/13
I-30.17-00.....3/22/13	I-40.10-00.....9/20/07	I-80.10-01.....8/11/09
J-3.....8/1/97	J-26.15-01.....5/17/12	J-40.40-00.....5/20/13
J-3b.....3/4/05	J-27.10-00.....3/15/12	J-50.10-00.....6/3/11
J-3c.....6/24/02	J-27.15-00.....3/15/12	J-50.11-00.....6/3/11
J-10.....7/18/97	J-28.10-01.....5/11/11	J-50.12-00.....6/3/11

J-10.10-01.....5/11/11	J-28.22-00.....8/07/07	J-50.15-00.....6/3/11
J-10.15-00.....7/2/12	J-28.24-00.....8/07/07	J-50.16-01.....3/22/13
J-10.22-00.....5/29/13	J-28.26-01.....12/02/08	J-50.20-00.....6/3/11
J-15.10-00.....5/18/12	J-28.30-02.....6/27/11	J-50.25-00.....6/3/11
J-15.15-00.....6/16/10	J-28.40-01.....10/14/09	J-50.30-00.....6/3/11
	J-28.42-00.....8/07/07	J-60.05-00.....6/16/11
	J-28.45-01.....6/27/11	J-60.11-00.....5/20/13
J-20.10-02.....6/10/13	J-28.50-02.....6/2/11	J-60.12-00.....5/20/13
J-20.11-01.....6/10/13	J-28.60-01.....6/2/11	J-60.13-00.....6/16/10
J-20.15-02.....6/10/13	J-28.70-01.....5/11/11	J-60.14-00.....6/16/10
J-20.16-01.....7/12/12	J-29.10-00.....6/27/11	J-75.10-01.....5/11/11
J-20.20-02.....5/20/13	J-29.15-00.....6/27/11	J-75.20-00.....2/10/09
J-20.26-01.....7/12/12	J-29.16-01.....6/20/13	J-75.30-01.....5/11/11
J-21.10-03.....6/10/13	J-40.10-03.....5/20/13	J-75.40-00.....10/14/09
J-21.15-01.....6/10/13	J-40.20-01.....5/17/12	J-75.45-00.....10/14/09
J-21.16-01.....6/10/13	J-40.30-03.....5/20/13	J-90.10-01.....6/27/11
J-21.17-01.....6/10/13	J-40.35-01.....5/29/13	J-90.20-01.....6/27/11
J-21.20-01.....6/10/13	J-40.36-01.....5/20/13	
J-22.15-01.....6/10/13	J-40.37-01.....5/20/13	
J-22.16-02.....6/10/13	J-40.38-01.....5/20/13	
J-26.10-02.....3/15/12	J-40.39-00.....5/20/13	

K-70.20-00.....2/15/07
 K-80.10-00.....2/21/07
 K-80.20-00.....12/20/06
 K-80.30-00.....2/21/07
 K-80.35-00.....2/21/07
 K-80.37-00.....2/21/07

L-10.10-02.....6/21/12	L-40.10-02.....6/21/12	L-70.10-01.....5/21/08
L-20.10-02.....6/21/12	L-40.15-01.....6/16/11	L-70.20-01.....5/21/08
L-30.10-01.....6/16/11	L-40.20-02.....6/21/12	

M-1.20-02.....6/3/11	M-9.60-00.....2/10/09	M-40.10-02.....5/11/11
M-1.40-02.....6/3/11	M-11.10-01.....1/30/07	M-40.20-00...10/12/07
M-1.60-02.....6/3/11	M-15.10-01.....2/6/07	M-40.30-00.....9/20/07
M-1.80-03.....6/3/11	M-17.10-02.....7/3/08	M-40.40-00.....9/20/07
M-2.20-02.....6/3/11	M-20.10-02.....6/3/11	M-40.50-00.....9/20/07
M-3.10-03.....6/3/11	M-20.20-01.....1/30/07	M-40.60-00.....9/20/07
M-3.20-02.....6/3/11	M-20.30-02.....10/14/09	M-60.10-01.....6/3/11

M-3.30-03.....6/3/11	M-20.40-02.....6/3/11	M-60.20-02.....6/27/11
M-3.40-03.....6/3/11	M-20.50-02.....6/3/11	M-65.10-02.....5/11/11
M-3.50-02.....6/3/11	M-24.20-01.....5/31/06	M-80.10-01.....6/3/11
M-5.10-02.....6/3/11	M-24.40-01.....5/31/06	M-80.20-00.....6/10/08
M-7.50-01.....1/30/07	M-24.50-00.....6/16/11	M-80.30-00.....6/10/08
M-9.50-01.....1/30/07	M-24.60-03.....5/11/11	

CONTRACT FORMS

CITY OF FERNDALE

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CONTRACT
FOR:
BARRETT AVENUE PAVEMENT REHABILITATION PROJECT
FERNDAL, WASHINGTON

This Contract, made and entered into this ____ day of ____, 2014 by and between the City of Ferndale, hereinafter called the "Owner" and _____, hereinafter called the "Contractor".

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools and equipment for the construction of the improvements and shall perform any changes in the work, all in full compliance with the contract documents entitled "**BARRETT AVENUE PAVEMENT REHABILITATION PROJECT**".

The "Bid Proposal", "Specifications and Conditions", "Contract Forms", and the "Plans" sections contained in said contract documents are hereby referred to and by reference made a part hereof.

2. The Owner hereby promises and agrees with the Contractor to employ, and does employ the Contractor to furnish the labor, materials, tools and equipment, and to and cause to be done the above-described work, and to complete and finish the same in accordance with the said contract documents and the terms and conditions herein contained, and hereby contracts to pay for the same, according to the said contract documents, including the schedule of estimated quantities, and unit and lump sum prices in the Bid Proposal, the approximate sum of _____, the total amount of bid, subject to the actual quantity of work performed, at the time and in the manner and upon the conditions provided for in this contract.
3. The Contractor for himself, and for his agents, successors, assigns, subcontractors and/or employees, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
4. The Owner hereby appoints and the Contractor hereby accepts Reichhardt & Ebe Engineering, Inc., hereinafter referred to as the Engineer, as the City's representative for the purpose of administering the provisions of this Contract, including the Owner's right to receive and act on all reports and documents related to this Contract, to request and receive additional information from the Contractor, to assess the general performance of the Contractor under this Contract, to determine if the contracted services are being performed in accordance with Federal, State or local laws, and to administer any other right granted to the Owner under this Contract. The Owner expressly reserves the right to terminate this

Contract as provided in the contract documents, and also expressly the reserves the right to commence civil action for the enforcement of this contract.

5. This Contract contains terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Contract.
6. The Contractor agrees to comply with all applicable Federal, State, City or municipal standards for the licensing, certification, operation of facilities and programs, and accreditation and licensing of individuals.
7. The Contractor shall not assign or subcontract any portion of the work provided for under the terms of this Contract without obtaining prior written approval of the Engineer. All terms and conditions of this Contract shall apply to any approved subcontract or assignment related to this Contract.
8. The parties intend that an independent Contractor-Owner relationship will be created by this Contract. The Owner is interested only in the results to be achieved, the implementation of the work will lie solely with the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or otherwise during the performance of this Contract. In the performance of the work herein contemplated, the Contractor is an independent Contractor with regard to the performance of the details of the work; however, the components of and the results of the work contemplated herein must meet the approval of the Engineer and shall be subject to the Engineer's general rights of inspection and review to secure the satisfactory completion thereof.
9. The Contractor agrees and covenants to indemnify, defend, and save harmless, the Owner and the City of Ferndale and those persons who were, now are, or shall be duly elected or appointed officials or members of employees thereof, hereinafter referred to as the "Owner" or "City" against and from any loss, damage, costs, charge, expense, liability, claims, demands or judgments, of whatsoever kind or nature, whether to persons or to property, arising wholly or partially out of any act, action, neglect, omission, or default on the part of the Contractor, his agents, successors, assignees, subcontractors and/or employees, except only such injury or damage as shall have been caused by or resulted from the sole negligence of the City. In case any suit or cause of action shall be brought against the Owner or the City on account of any act, action, neglect, omission, or default on the part of the Contractor, his agents, successors, assignees, subcontractors and/or employees the Contractor hereby agrees and covenants to assume the defense thereof and to pay any and all costs, charges, attorney's fees and other expenses and any and all judgments that may be incurred or obtained against the City.

In the event the Owner is required to institute legal action and/or participate in the legal action to enforce this Indemnification and Hold Harmless Clause, the Contractor agrees to pay the Owner or City's legal fees, costs and disbursements incurred in establishing the right to indemnification.

If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraphs of this specification is caused by or results from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the indemnitor or the indemnitor's agents for employees the indemnity provisions provided for in the preceding paragraphs of this specification shall be valid and enforceable only to the extent of the indemnitor's negligence.

Contractor hereby specifically and expressly waives any immunity under Industrial Insurance, Title 51 RCW and acknowledges that this waiver was mutually negotiated by the parties herein. In the event of litigation between the parties to enforce the rights under this paragraph, reasonable attorney's fees shall be allowed to the prevailing party.

10. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to interpretation and performance. Any action in law, suit and equity or judicial proceedings for the enforcement of this contract, or any provisions thereof, shall be instituted and maintained in the courts of competent jurisdiction located in City of Ferndale, Washington.
11. The failure of the Owner to insist upon strict performance of any of the covenants and agreements of this Contract or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.
12. It is understood and agreed by the parties hereto that if any part of this agreement is determined to be illegal, the validity of the remaining portions shall be construed as if the agreement did not contain the particular illegal part.
13. No change or addition to this Contract shall be valid or binding upon either party unless such change or addition shall be in writing, executed by both parties.
14. In the event that funding from State, Federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement, and prior to its normal completion, the Owner may summarily terminate this Agreement as to the funds withdrawn, reduced, or limited notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the Owner deems that the continuation of the programs covered by this Agreement is no longer in the best interest of the City, the Owner may summarily terminate this Agreement in whole notwithstanding any other termination of this Agreement. Termination under this section shall be effective upon receipt of written notice as specified herein.

IN WITNESS WHEREOF, the Contractor has executed this instrument, on the day and year first below written and the Owner has caused this instrument to be executed by and in the name of the said City, the day and year first above written.

Executed by the Contractor this _____ day of _____, 2014.

CITY OF FERNDALE:

By: _____
City Administrator / Mayor

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this _____ day of _____, 2014, before me personally appeared _____ to me personally known to be the person described in and who executed the above instrument and who acknowledged to me the act of signing thereof.

NOTARY PUBLIC, in and for the
State of Washington, residing at:

My Commission Expires:

CONTRACTOR:

By: _____

Title: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this _____ day of _____, 2014, before me personally appeared _____ to me personally known to be the person described in and who executed the above instrument and who acknowledged to me the act of signing thereof.

NOTARY PUBLIC, in and for the
State of Washington, residing at:

My Commission Expires:_____

PERFORMANCE BOND

**to the
City of Ferndale**

KNOW ALL MEN BY THESE PRESENTS, That we _____
the Contractor named in the Contract hereinafter referred to as PRINCIPAL,
and _____ as SURETY, are jointly and severally held
and firmly bound to the City of Ferndale, hereinafter referred to as OWNER named in said
Contract **BARRETT AVENUE PAVEMENT REHABILITATION PROJECT** , Ferndale,
Washington, for the penal sum of,
_____ DOLLARS (\$ _____),
lawful money of the United States, for the payment of which sum well and truly to be made, we
bind ourselves, our heirs, assigns, administrators and successors jointly and severally, firmly by
these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas, the Principal entered
into a contract with the Owner, dated the ____ day of _____, 2014, for such construction
work with the City of Ferndale, Washington.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform all of the
provisions and fulfill all of the undertakings, covenants, terms, conditions and agreements of said
contract during the period of the original contract and any extensions thereof that may be granted
by the Owner, with or without notices to the surety; and during the life of any guaranty required
under the contract; and shall also well and truly perform and fulfill all of the undertakings,
covenants, terms, conditions and agreements of any and all duly authorized modifications of said
contract that may hereafter be made; notice of which modifications to the surety being hereby
waived, shall indemnify and save harmless owner from all cost and damage by reason of the
principal's default of failure to do so, and shall pay the State of Washington sales and use taxes,
and amounts due said state pursuant to Titles 50 and 51 of the Revised Code of Washington then
this obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their
separate seals this ____ day of _____, 2014, the name and corporate seal of each corporate
party hereto affixed, and these presents duly signed by its undersigned representatives pursuant
to authority of its governing body.

Corporate Seal:

PRINCIPAL

ATTEST: (If Corporation)

By: _____

Title: _____

Corporate Seal:

SURETY

By: _____

Title: _____

PAYMENT BOND

To the
City of Ferndale

KNOW ALL MENT BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of surety)

hereinafter called **SURETY**, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called **OWNER**, in the penal sum of _____ Dollars, \$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the **OWNER**, dated the _____ day of _____ 20____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, **SUBCONTRACTORS**, and corporations furnishing materials for or performing labor in the prosecution of the **WORK** provided for in such contract, and any authorized extension or modification thereof including all amounts due for materials, lubricants, oil, gasoline, coal, and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such **WORK**, and all Insurance premiums on said **WORK**, and for all labor, performed in such **WORK** whether by **SUBCONTRACTOR** or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said **SURETY** for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the **WORK** to be performed thereunder or

the **SPECIFICATIONS** accompanying the same shall in any wise affect its obligation on this **BOND**, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the **WORK** or to the **SPECIFICATIONS**.

PROVIDED, FURTHER, that no final settlement between the **OWNER** and the **CONTRACTOR** shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each on of which
(number)
shall be deemed an original, this the _____ day of _____

ATTEST:

Principal

(Principal) Secretary

(SEAL) By _____(s)

(Address)

Witness as to Principal

(Address)

(Surety)

ATTEST: By _____
(Attorney –in-Fact)

Witness as to Surety

(Address)

(Address)

NOTE: Date of **BOND** must not be prior to date of Contract.
If **CONTRACTOR** is Partnership, all partners should execute **BOND**.

IMPORTANT: Surety companies executing **BONDS** must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the **PROJECT** is located.

CITY OF FERNDAL
RETAINAGE INVESTMENT OPTION

CONTRACTOR: _____

PROJECT NAME: _____

DATE: _____

Pursuant to Chapter 60.28 RCW, you may choose how your retainage under this contract will be held and invested. Please complete and sign this form indicating your preference. If you fail to do so, the City of Ferndale (City) will hold your retainage as described in "Current Expense", option 1 below.

_____ 1. Current Expense: The City will retain your money in its Current Expense Fund Account until thirty days following final acceptance of the improvement or work as completed. You will not receive interest earned on this money.

_____ 2. Interest Bearing Account: The City will deposit retainage checks in an interest-bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of the improvement or work as completed or until agreed to by both parties. Interest on the account will be paid to you.

BONDS AND SECURITIES ACCEPTABLE BY THE CITY OF FERNDAL:

1. Bills, certificates, notes or bonds of the United States.
2. Other obligations of the United States or its agencies.
3. Indebtedness of the Federal national Mortgage Association.
4. Time Deposits in commercial banks.

Designate below the type of investment selected:

_____ 3. Bond-in-Lieu: With the consent of the City, the contractor may submit a bond for all or any portion of the amount of funds retained by the City in a form acceptable to the City and from a bonding company meeting standards established by the City, if any. Unless otherwise indicated, the contractor elects to submit a bond for the entire 5% retainage amount. Such bond and any proceeds there from shall be made subject to all claims and liens and in the same manner and priority as set forth for retained percentages in Chapter 60.28 RCW. Whenever the City accepts a bond-in-lieu of retained funds from a contractor, the contractor shall accept like bonds from any subcontractors or suppliers from which the contractor has retained funds. The contractor shall then release the funds retained from the subcontractor or supplier, to the subcontractor or supplier, within thirty days of the contractor's receipt of the retained funds from the City.

Retainage is normally released 30 - 45 days after final acceptance of work by the City, or following receipt Employment Security / Department of Revenue clearance, whichever takes longer.

(Contractor's Signature)

Date

Title: _____

CONTRACT FORMS

CITY OF BLAINE

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**CITY OF BLAINE, WASHINGTON
PUBLIC WORKS AGREEMENT**

The **CITY OF BLAINE**, a non-charter code city of the State of Washington (hereinafter the "City"); and _____, a licensed Contractor authorized to do business in the State of Washington, (hereinafter the "Contractor"), hereby agree to enter into this Agreement under the following terms and conditions in recognition of the mutual covenants and consideration contained herein.

I. THE PROJECT: The Contractor agrees to complete the project as further described in Section IV.B. (Scope of Work) below utilizing the best available materials, equipment, and labor required to execute, construct, and finish in accordance with the Contract as defined in the General Conditions (see Section II below), which includes by way of example bid specifications, the General Conditions, contract plans and specifications, addenda, and contractor's proposal, project plans and technical specifications (collectively "Contract").

II. GENERAL CONDITIONS: The General Conditions of this Agreement are the current edition of the Standard Specifications for Road, Bridge and Municipal Construction, issued by the State of Washington and the APWA, modified as follows:

A. Definitions and Terms

1. Whenever the terms "Washington State Transportation Commission", "State Department of Transportation", "Contracting Agency", or variations of same are used in the Standard Specifications, they shall be construed to mean "City of Blaine" or "Owner".
2. Where the terms "Secretary of Transportation" or "Secretary" are used, the terms shall be construed to mean the duly authorized representative of the City.

B. Project Manager: The term "Engineer" is understood to be the City's Project

Manager, who is the City's representative to the Contractor for all purposes under this Agreement. The City designates (insert name) as its Project Manager. Contractor designates _____ as its Project Manager.

- C. Licenses: Additionally, by executing this Contract, Contractor certifies it has all other applicable state and local licenses and has not been disbarred from public contracting by either Washington State or the United States Government.
- D. Equal Employment Opportunity Responsibilities: The Contractor agrees that it will comply with all applicable Federal, State and local non-discrimination laws and regulations in effect at the time this Agreement is executed. The Contractor shall comply with all Federal non-discrimination laws and regulations if any of this Agreement is financed with Federal funds, including any directions by the Federal Highway Administration or other Federal entity with jurisdiction.
- E. Taxes: Contractor is responsible for payment of all applicable taxes, including state sales tax on those projects subject to it. All taxes, including applicable State Sales Taxes, are deemed included in the Contractor's invoices.
- F. Bonding and Insurance Requirements: The City requires the following:
 - 1. Contract bond in the form made a part of this Agreement as specified in Section II.F.2. below. In lieu thereof for projects of thirty-five thousand dollars or less, at the contractor's option, retainage of 50% will be held until releasable under RCW 39.08.010. If Contractor does not submit a contract bond to the City concurrently with the signed contract for projects of thirty-five thousand dollars or less, Contractor agrees that the City can hold retainage of 50% in the manner selected by Contractor on the attached Retainage Investment Option form.

2. Both a performance bond and payment bond are required hereunder and shall be in the form attached hereto. A performance bond shall guarantee completion of the Project in accordance with this Agreement and under applicable law and the payment bond shall secure payment to those laborers, subcontractors, material suppliers, etc. as specified in RCW 39.08.020. If the Contract involves the construction, alteration, repair, or improvement of any highway, road, or street funded in whole or in part by federal transportation funds, then the payment bond shall also secure payment to the State of Washington, including the departments of Revenue, Employment Security, and Labor and Industries, with respect to taxes imposed pursuant to Titles 50, 51, and 82 RCW which may be due, and the required payment bond shall be relied upon such that retainage shall not be required as set forth in RCW 60.28.011. Any maintenance or guaranty bond required hereunder shall remain effective for at least one year after acceptance of the Project, or until released by the City, whichever is longer, and shall guarantee the City against defects in materials and workmanship in the Project to the extent of 25% of actual cost of the Project. This 25% will either reduce the bond amount or it may require additional bonding.

3. Unless specifically provided for in this provision, Contractor agrees to obtain liability insurance naming the City as an additional insured in amounts specified in the General Conditions and in the form acceptable to the City, subject to the terms contained in the General Conditions, and to provide a Certificate of Insurance to this effect, together with any required endorsement.

G. Governing Law and Venue: This Agreement and all provisions hereof shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement without recourse to any principle of Conflicts of Laws. The Superior Court of Whatcom County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement, except if jurisdiction lies solely in federal court, in which case the U.S. District Court for Western District of Washington shall be the exclusive venue.

III. PAYMENT, PREVAILING WAGES AND RETAINAGE:

- A. The maximum payable hereunder is \$_____, which consists of a contract price of \$_____ and sales tax of \$_____.
- B. Contractor will be paid pursuant to the Contract's terms (see General Conditions Section 1-09.9). Payments will only be made for work completed, labor performed, and materials furnished in accordance with the Contract and shall represent the value of the work completed subject to any lawful deductions such as retainage, tax or as otherwise as maybe authorized. Payment does not constitute final acceptance of work performed or materials used therein. A final application for payment shall be prepared upon completion of the work, satisfaction of test requirements and fulfillment of the Contract. Any invoices submitted by Contractor must be approved by the Project Manager prior to payment. No final payment shall be made until the project is accepted by the City. On a public works project where no retainage is withheld pursuant to RCW 60.28.011(1) (b), the affidavit of wages paid must be submitted to the state, county, municipality, or other public body charged with the duty of disbursing or authorizing disbursement of public funds prior to final acceptance of the public works project.
- C. Change Order Mark-ups

The contractor shall submit a detailed cost proposal for change order work that demonstrates labor, materials and equipment prices with rates to complete said work.

Change order markups shall be limited to the following:

1. 15 percent for labor performed by the prime contractor and subcontractors. This total includes direct payroll costs (social security, unemployment, workers compensation insurance, fringe benefits, builders risk and liability insurance) supervision, small tools, safety, profit and overhead.
2. 15 percent for profit and overhead for materials and equipment
3. 10 percent for prime contractor's oversight of work performed by subcontractors.

Overhead shall include bond, insurance, and applicable taxes.

D. Prevailing Wages

1. Prior to any payment hereunder, Contractor is responsible for complying with applicable Washington State Department of Labor and Industries and Department of Revenue requirements and procedures, including but not limited to prevailing wage requirements of RCW Chapter 39.12. If Federal funds are being used, Contractor shall comply with the Davis-Bacon Act and Washington State Department of Labor and Industries requirements. This includes obtaining and timely filing of Intent to Pay Prevailing Wages, Affidavit of Wages Paid, Notice of Completion of Public Work Contract, and any other required documents.
2. For non-transportation public works projects estimated to cost over \$1 million, the following is required per Washington State law (Engrossed House Bill 2805):
 - a. Contractor or subcontractor directly contracting for “Off-Site, Prefabricated, Non-Standard, Project Specific Items” (“Items”) (as defined below) shall identify and report the information required on the affidavit of wages paid form filed with the Department of Labor and Industries. Contractor shall include language in its subcontracts requiring subcontractors and lower-tier subcontractors to comply with the reporting requirements for Items on the affidavit of wages paid.
 - b. The foregoing reporting requirement for Items shall apply to all public works contracts estimated by the City to cost over \$1 million entered into between the City and Contractor between September 1, 2010 through and including December 31, 2013.
 - c. “Off-Site, Prefabricated, Standard, Project Specific Items” means products or items that are: (i) made primarily of architectural or structural precast concrete, fabricated steel, pipe and pipe systems or sheet metal and sheet metal duct work; (ii) produces specifically for the public work and not considered in the City’s discretion to be regularly available shelf items; (iii) produced or manufactured by labor expended to assemble or modify standard items; and, (iv) produced at an off-site location outside

Washington State.

- d. Contractor or subcontractor shall comply with the reporting requirements and instructions on the affidavit of wages paid form, and shall report the following information on said form that is submitted to the Department of Labor and Industries in order to comply with the reporting requirements for use of Items: (i) the estimated cost of the public works project; (ii) the name of the awarding agency and the project title; (iii) the contract value of the Items produced outside of Washington State, including labor and materials; and, (iv) the name, address, and federal employer identification number of the contractor that produced the Items.
- e. The City may direct Contractor, at no additional cost to the owner, to remove and substitute any subcontractor(s) found to be out of compliance with the Items reporting requirements more than one time, as determined by the Department of Labor and Industries.
- f. Retainage will be administered in accordance with RCW 60.28 and the Contract.

IV. SCOPE OF PROJECT, TECHNICAL SPECIFICATIONS AND CONDITIONS OF WORK:

- A. Time for Completion: Contractor shall begin work within according to the Notice to Proceed and will complete work on or before the time specified in the Bid Proposal included herein for reference.
- B. Scope of Project: Contractor shall proceed with the scope outlined within the general and special provisions, as further defined by the specifications and amendments thereon.

EXECUTED, this _____ day of _____, 2014, for the Contractor,:

Name: _____
Title: _____

EXECUTED, this _____ day of _____, 2014, for the **CITY OF BLAINE**:

Departmental Approval:

City Manager

Department Head

Attested by:

City Clerk

PAYMENT AND PERFORMANCE CONTRACT BOND
to the
CITY OF BLAINE

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned _____

as principal, and _____, a corporation organized and existing under the laws of the State of _____, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the CITY OF BLAINE in the penal sum of \$ _____ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, and the Ordinances of the **CITY OF BLAINE**.

DATED at _____, Washington, this _____ day of _____, 2014.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, under and pursuant to Bid Award of the Blaine City Council, the Mayor of said City has let or is about to let to the said bounded Principal, a certain contract, for the said(which contract is referred to herein and is made a part hereof as though attached hereto), and

NOW, THEREFORE, if the said Principal shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or within such extension of time as may be granted under said contract (notice of which extension being hereby waived by the Surety), and shall pay all laborers, mechanics, subcontractors and material suppliers, and all persons who shall supply said principal or subcontractors with provisions and supplies for the carrying on of said work, and shall hold said City harmless from any loss or damage occasioned to any person or property by reason of any carelessness or negligence of the said principal, or any subcontractor in the performance of said work, and shall hold said City harmless from any loss or damage occasioned to any person or property by reason of any carelessness or negligence of the said principal, or any subcontractor in the performance of said work, and shall indemnify and hold harmless from any direct or indirect damage or expense by reason or failure of

performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect until, at a minimum, claims filed in compliance with Chapter 39.08 RCW are resolved and all other conditions set forth herein are satisfied; PROVIDED FURTHER, that if said contract is a public improvement contract involving the construction, alteration, repair, or improvement of any highway, road, or street funded in whole or in part by federal transportation funds, then an additional condition of the above obligation shall be that this bond secures full payment to the State of Washington, including the departments of Revenue, Employment Security, and Labor and Industries, with respect to taxes imposed pursuant to Titles 50, 51, and 82 RCW which may be due.

For the Surety:_____

Principal

Name

Title

Title

Address

RETAINAGE INVESTMENT OPTION

Contractor: _____ Project Name: _____

Date: _____ Project Number: _____

Pursuant to RCW 60.28.010, as amended, you may exercise an option as to how retainage under this contract will be invested. Please complete and sign this form indicating your preference. If you fail to do so, the City will deposit the funds in a Guarantee Deposit account, and you will miss the benefit of any interest earned. Select one of the following options:

- ☐ 1. **Savings Account:** Money will be placed in an interest-bearing account. The interest will be paid to you directly, rather than kept on deposit. Please state the name of your bank. _____
- ☐ 2. **Escrow/Investments:** The City will deliver retainage checks to a selected bank, pursuant to an escrow agreement. The bank will then invest the funds in securities or bonds selected by you, and interest will be paid to you as it accrues.
Preferred bank: _____
Securities/bonds: _____
- ☐ 3. **Guarantee Deposit:** Retainage will be deposited in a manner selected by the City. No interest is payable to the Contractor.
- ☐ 4. **Retainage Bond:** The Bidder shall post a retainage bond equal to 5% of the total bid price on this. If this option is chosen the bidder shall complete the Retainage Bond form on the next page

Retainage is released following receipt of Labor and Industries/Department of Revenue clearance, whichever date is the later. Retainage on landscaping work may be retained longer, due to its seasonal nature.

State law allows for limited early release of retainage in certain circumstances.

Contractor's Signature

Title

ESCROW AGREEMENT

TO BANK: _____ ESCROW NO.: _____

BANK'S ADDRESS: _____

AGENCY: CITY OF BLAINE
1200 Yew Avenue, Blaine, Washington, 98230

CONTRACT NO.: _____

PROJECT TITLE:

The estimated completion date of contract is: _____

The undersigned, _____, herein referred to as the CONTRACTOR, has directed the CITY OF BLAINE, Washington, hereinafter referred to as the AGENCY, to deliver to you its warrants which shall be payable to you and the CONTRACTOR jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Warrants or checks made payable to you and the CONTRACTOR jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be used by you to purchase, as directed by the CONTRACTOR, bonds or other securities chosen by the CONTRACTOR and approved by the AGENCY. Attached is a list of such bonds, or other securities approved by the AGENCY. Other bonds or securities, except stocks may be selected by the CONTRACTOR, subject to express written approval of the AGENCY. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the AGENCY as provided in Paragraph 4 of this Escrow Agreement.
2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the CONTRACTOR at its address designated below unless otherwise directed by the CONTRACTOR.
3. You are not authorized to deliver to the CONTRACTOR all or any part of the securities held by you pursuant to this agreement (or any moneys derived from the sale of such securities, or the negotiation of the AGENCY'S warrants) except in accordance with written instructions from the AGENCY. Compliance with such instructions shall relieve you of any further liability related thereto.
4. In the event the AGENCY orders you to do so in writing, you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this

agreement and return such money together with any other moneys held by you hereunder, to the AGENCY.

5. The CONTRACTOR agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the CONTRACTOR and shall not be deducted from any property placed with you pursuant to this agreement until and unless the AGENCY directs the release to the CONTRACTOR of the securities and moneys held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees as provided for herein above. In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interests of this escrow or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the CONTRACTOR and reimbursement from the CONTRACTOR for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

6. This agreement shall not be binding until executed by the CONTRACTOR and the AGENCY and accepted by you.
7. This instrument contains the entire agreement between you, the CONTRACTOR and the AGENCY with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heir of the parties hereto.

_____	CITY OF BLAINE
<i>Contractor</i>	<i>Agency</i>
By: _____	By: _____
_____	<i>Finance Director</i>
<i>Title</i>	
Address: _____	Date: _____

Date:_____

The above escrow agreement and instructions received and accepted this _____ day of _____, 2014.

Bank Name

Authorized Officer

SECURITIES AUTHORIZED BY AGENCY

1. Bills, certificates, notes or bonds of the United States;
2. Other obligations of the United States or its agencies;
3. Obligations of any corporation wholly owned by the government of the United States;
4. Indebtedness of the Federal Nation Mortgage Association; and
5. Time deposits in commercial banks.

SAVINGS ACCOUNT AGREEMENT

TO BANK: _____ SAVINGS ACCT NO.: _____

BANK'S ADDRESS: _____

AGENCY: CITY OF BLAINE
1200 Yew Avenue, Blaine, Washington, 98230

CONTRACT NO.: _____

PROJECT TITLE:

The estimated completion date of contract is: _____

The undersigned, _____, herein referred to as the CONTRACTOR, has directed the CITY OF BLAINE, Washington, hereinafter referred to as the AGENCY, to deliver to you its warrants which shall be payable to you and the CONTRACTOR jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Warrants or checks made payable to you and the CONTRACTOR jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be placed by you in an interest-bearing savings account.
2. When and as interest on the savings account accrues and is paid, you shall collect such interest and forward it to the CONTRACTOR at its address designated below unless otherwise directed by the CONTRACTOR.
3. You are not authorized to deliver to the CONTRACTOR all or any part of the principal held by you pursuant to this agreement, except in accordance with written instructions from the AGENCY. Compliance with such instructions shall relieve you of any further liability related thereto.
4. The CONTRACTOR agrees to pay you as compensation for your services hereunder as follows:

Payment of all fees shall be the sole responsibility of the CONTRACTOR and shall not be deducted from any moneys placed with you pursuant to this agreement until and unless the AGENCY directs the release to the CONTRACTOR, whereupon you shall be granted a first lien upon such moneys released and shall be entitled to reimburse yourself from such moneys

for the entire amount of your fees as provided for herein above. In the event that you are made a party to any litigation with respect to the moneys held by you hereunder, or in the event that the conditions of this agreement are not promptly fulfilled, or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interests of this agreement, or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services for the CONTRACTOR and reimbursement from the CONTRACTOR for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

5. This agreement shall not be binding until executed by the CONTRACTOR and the AGENCY and accepted by you.
6. This instrument contains the entire agreement between you, the CONTRACTOR and the AGENCY. You are not a party to nor bound by any instrument or agreement other than this. You shall not be required to take notice of any default or any other matter nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided. You shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.
7. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heir of the parties hereto.

Contractor

By: _____

Title

Address: _____

Date: _____

CITY OF BLAINE

Agency

By: _____

Finance Director

Date: _____

The above savings account agreement and instructions received and accepted this day of , 2014.

Bank Name

Authorized Officer

APPENDICES
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APPENDIX A
STATE PREVAILING WAGE RATES
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State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 7/7/2014

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Whatcom	Asbestos Abatement Workers	Journey Level	\$41.69	5D	1H	
Whatcom	Boilermakers	Journey Level	\$44.35		1	
Whatcom	Brick Mason	Brick And Block Finisher	\$43.26	5A	1M	
Whatcom	Brick Mason	Journey Level	\$50.12	5A	1M	
Whatcom	Brick Mason	Pointer-Caulker-Cleaner	\$50.12	5A	1M	
Whatcom	Building Service Employees	Janitor	\$9.32		1	
Whatcom	Building Service Employees	Shampooer	\$9.32		1	
Whatcom	Building Service Employees	Waxer	\$9.32		1	
Whatcom	Building Service Employees	Window Cleaner	\$9.32		1	
Whatcom	Cabinet Makers (In Shop)	Journey Level	\$24.89		1	
Whatcom	Carpenters	Acoustical Worker	\$50.82	5D	1M	
Whatcom	Carpenters	Bridge, Dock And Wharf Carpenters	\$50.82	5D	1M	
Whatcom	Carpenters	Carpenter	\$50.82	5D	1M	
Whatcom	Carpenters	Carpenters on Stationary Tools	\$50.95	5D	1M	
Whatcom	Carpenters	Creosoted Material	\$50.92	5D	1M	
Whatcom	Carpenters	Floor Finisher	\$50.82	5D	1M	
Whatcom	Carpenters	Floor Layer	\$50.82	5D	1M	
Whatcom	Carpenters	Scaffold Erector	\$50.82	5D	1M	
Whatcom	Cement Masons	Journey Level	\$51.18	7A	1M	
Whatcom	Divers & Tenders	Diver	\$105.37	5D	1M	8A
Whatcom	Divers & Tenders	Diver On Standby	\$59.50	5D	1M	
Whatcom	Divers & Tenders	Diver Tender	\$54.82	5D	1M	
Whatcom	Divers & Tenders	Surface Rcv & Rov Operator	\$54.82	5D	1M	
Whatcom	Divers & Tenders	Surface Rcv & Rov Operator Tender	\$51.07	5A	1B	
Whatcom	Dredge Workers	Assistant Engineer	\$53.00	5D	3F	
Whatcom	Dredge Workers	Assistant Mate (Deckhand)	\$52.58	5D	3F	
Whatcom	Dredge Workers	Boatmen	\$52.30	5D	3F	
Whatcom	Dredge Workers	Engineer Welder	\$54.04	5D	3F	

Whatcom	<u>Dredge Workers</u>	Leverman, Hydraulic	\$55.17	5D	3F
Whatcom	<u>Dredge Workers</u>	Mates	\$52.30	5D	3F
Whatcom	<u>Dredge Workers</u>	Oiler	\$52.58	5D	3F
Whatcom	<u>Drywall Applicator</u>	Journey Level	\$50.82	5D	1H
Whatcom	<u>Drywall Tapers</u>	Journey Level	\$29.63		1
Whatcom	<u>Electrical Fixture Maintenance Workers</u>	Journey Level	\$13.82		1
Whatcom	<u>Electricians - Inside</u>	Cable Splicer	\$60.71	7H	1E
Whatcom	<u>Electricians - Inside</u>	Construction Stock Person	\$29.41	7H	1D
Whatcom	<u>Electricians - Inside</u>	Journey Level	\$56.69	7H	1E
Whatcom	<u>Electricians - Motor Shop</u>	Craftsman	\$15.37		1
Whatcom	<u>Electricians - Motor Shop</u>	Journey Level	\$14.69		1
Whatcom	<u>Electricians - Powerline Construction</u>	Cable Splicer	\$68.33	5A	4A
Whatcom	<u>Electricians - Powerline Construction</u>	Certified Line Welder	\$62.50	5A	4A
Whatcom	<u>Electricians - Powerline Construction</u>	Groundperson	\$42.56	5A	4A
Whatcom	<u>Electricians - Powerline Construction</u>	Heavy Line Equipment Operator	\$62.50	5A	4A
Whatcom	<u>Electricians - Powerline Construction</u>	Journey Level Lineperson	\$62.50	5A	4A
Whatcom	<u>Electricians - Powerline Construction</u>	Line Equipment Operator	\$52.47	5A	4A
Whatcom	<u>Electricians - Powerline Construction</u>	Pole Sprayer	\$62.50	5A	4A
Whatcom	<u>Electricians - Powerline Construction</u>	Powderperson	\$46.55	5A	4A
Whatcom	<u>Electronic Technicians</u>	Journey Level	\$25.09		1
Whatcom	<u>Elevator Constructors</u>	Mechanic	\$80.14	7D	4A
Whatcom	<u>Elevator Constructors</u>	Mechanic In Charge	\$86.77	7D	4A
Whatcom	<u>Fabricated Precast Concrete Products</u>	Journey Level - In-Factory Work Only	\$13.67		1
Whatcom	<u>Fence Erectors</u>	Fence Erector	\$22.97		1
Whatcom	<u>Flaggers</u>	Journey Level	\$35.34	7A	3I
Whatcom	<u>Glaziers</u>	Journey Level	\$53.76	7L	1Y
Whatcom	<u>Heat & Frost Insulators And Asbestos Workers</u>	Journeyman	\$58.93	5J	1S
Whatcom	<u>Heating Equipment Mechanics</u>	Journey Level	\$19.85		1
Whatcom	<u>Hod Carriers & Mason Tenders</u>	Journey Level	\$42.99	7A	3I
Whatcom	<u>Industrial Power Vacuum Cleaner</u>	Journey Level	\$9.32		1
Whatcom	<u>Inland Boatmen</u>	Boat Operator	\$54.57	5B	1K
Whatcom	<u>Inland Boatmen</u>	Cook	\$50.95	5B	1K
Whatcom	<u>Inland Boatmen</u>	Deckhand	\$51.19	5B	1K
Whatcom	<u>Inland Boatmen</u>	Deckhand Engineer	\$52.18	5B	1K
Whatcom	<u>Inland Boatmen</u>	Launch Operator	\$53.40	5B	1K
Whatcom	<u>Inland Boatmen</u>	Mate	\$53.40	5B	1K

Whatcom	<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Cleaner Operator, Foamer Operator	\$9.73		<u>1</u>	
Whatcom	<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Grout Truck Operator	\$11.48		<u>1</u>	
Whatcom	<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Head Operator	\$12.78		<u>1</u>	
Whatcom	<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Technician	\$9.32		<u>1</u>	
Whatcom	<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Tv Truck Operator	\$10.53		<u>1</u>	
Whatcom	<u>Insulation Applicators</u>	Journey Level	\$50.82	<u>5D</u>	<u>1M</u>	
Whatcom	<u>Ironworkers</u>	Journeyman	\$59.77	<u>7N</u>	<u>1O</u>	
Whatcom	<u>Laborers</u>	Air, Gas Or Electric Vibrating Screed	\$41.69	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Airtrac Drill Operator	\$42.99	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Ballast Regular Machine	\$41.69	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Batch Weighman	\$35.34	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Brick Pavers	\$41.69	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Brush Cutter	\$41.69	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Brush Hog Feeder	\$41.69	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Burner	\$41.69	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Caisson Worker	\$42.99	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Carpenter Tender	\$41.69	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Caulker	\$41.69	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Cement Dumper-paving	\$42.46	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Cement Finisher Tender	\$41.69	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Change House Or Dry Shack	\$41.69	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Chipping Gun (under 30 Lbs.)	\$41.69	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Chipping Gun(30 Lbs. And Over)	\$42.46	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Choker Setter	\$41.69	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Chuck Tender	\$41.69	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Clary Power Spreader	\$42.46	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Clean-up Laborer	\$41.69	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Concrete Dumper/chute Operator	\$42.46	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Concrete Form Stripper	\$41.69	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Concrete Placement Crew	\$42.46	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Concrete Saw Operator/core Driller	\$42.46	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Crusher Feeder	\$35.34	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Curing Laborer	\$41.69	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Demolition: Wrecking & Moving (incl. Charred Material)	\$41.69	<u>7A</u>	<u>3I</u>	

Whatcom	Laborers	Ditch Digger	\$41.69	7A	3I
Whatcom	Laborers	Diver	\$42.99	7A	3I
Whatcom	Laborers	Drill Operator (hydraulic,diamond)	\$42.46	7A	3I
Whatcom	Laborers	Dry Stack Walls	\$41.69	7A	3I
Whatcom	Laborers	Dump Person	\$41.69	7A	3I
Whatcom	Laborers	Epoxy Technician	\$41.69	7A	3I
Whatcom	Laborers	Erosion Control Worker	\$41.69	7A	3I
Whatcom	Laborers	Faller & Bucker Chain Saw	\$42.46	7A	3I
Whatcom	Laborers	Fine Graders	\$41.69	7A	3I
Whatcom	Laborers	Firewatch	\$35.34	7A	3I
Whatcom	Laborers	Form Setter	\$41.69	7A	3I
Whatcom	Laborers	Gabian Basket Builders	\$41.69	7A	3I
Whatcom	Laborers	General Laborer	\$41.69	7A	3I
Whatcom	Laborers	Grade Checker & Transit Person	\$42.99	7A	3I
Whatcom	Laborers	Grinders	\$41.69	7A	3I
Whatcom	Laborers	Grout Machine Tender	\$41.69	7A	3I
Whatcom	Laborers	Groutmen (pressure)including Post Tension Beams	\$42.46	7A	3I
Whatcom	Laborers	Guardrail Erector	\$41.69	7A	3I
Whatcom	Laborers	Hazardous Waste Worker (level A)	\$42.99	7A	3I
Whatcom	Laborers	Hazardous Waste Worker (level B)	\$42.46	7A	3I
Whatcom	Laborers	Hazardous Waste Worker (level C)	\$41.69	7A	3I
Whatcom	Laborers	High Scaler	\$42.99	7A	3I
Whatcom	Laborers	Jackhammer	\$42.46	7A	3I
Whatcom	Laborers	Laserbeam Operator	\$42.46	7A	3I
Whatcom	Laborers	Maintenance Person	\$41.69	7A	3I
Whatcom	Laborers	Manhole Builder-mudman	\$42.46	7A	3I
Whatcom	Laborers	Material Yard Person	\$41.69	7A	3I
Whatcom	Laborers	Motorman-dinky Locomotive	\$42.46	7A	3I
Whatcom	Laborers	Nozzleman (concrete Pump, Green Cutter When Using Combination Of High Pressure Air & Water On Concrete & Rock, Sandblast, Gunite, Shotcrete, Water Bla	\$42.46	7A	3I
Whatcom	Laborers	Pavement Breaker	\$42.46	7A	3I
Whatcom	Laborers	Pilot Car	\$35.34	7A	3I
Whatcom	Laborers	Pipe Layer Lead	\$42.99	7A	3I
Whatcom	Laborers	Pipe Layer/tailor	\$42.46	7A	3I
Whatcom	Laborers	Pipe Pot Tender	\$42.46	7A	3I
Whatcom	Laborers	Pipe Reliner	\$42.46	7A	3I
Whatcom	Laborers	Pipe Wrapper	\$42.46	7A	3I
Whatcom	Laborers	Pot Tender	\$41.69	7A	3I
Whatcom	Laborers	Powderman	\$42.99	7A	3I

Whatcom	<u>Laborers</u>	Powderman's Helper	\$41.69	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Power Jacks	\$42.46	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Railroad Spike Puller - Power	\$42.46	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Raker - Asphalt	\$42.99	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Re-timberman	\$42.99	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Remote Equipment Operator	\$42.46	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Rigger/signal Person	\$42.46	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Rip Rap Person	\$41.69	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Rivet Buster	\$42.46	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Rodder	\$42.46	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Scaffold Erector	\$41.69	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Scale Person	\$41.69	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Sloper (over 20")	\$42.46	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Sloper Sprayer	\$41.69	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Spreader (concrete)	\$42.46	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Stake Hopper	\$41.69	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Stock Piler	\$41.69	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Tamper & Similar Electric, Air & Gas Operated Tools	\$42.46	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Tamper (multiple & Self-propelled)	\$42.46	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Timber Person - Sewer (lagger, Shorer & Cribber)	\$42.46	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Toolroom Person (at Jobsite)	\$41.69	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Topper	\$41.69	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Track Laborer	\$41.69	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Track Liner (power)	\$42.46	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Traffic Control Laborer	\$37.79	<u>7A</u>	<u>3I</u>	<u>8R</u>
Whatcom	<u>Laborers</u>	Traffic Control Supervisor	\$37.79	<u>7A</u>	<u>3I</u>	<u>8R</u>
Whatcom	<u>Laborers</u>	Truck Spotter	\$41.69	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Tugger Operator	\$42.46	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 0-30 psi	\$60.06	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Whatcom	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$65.09	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Whatcom	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$68.77	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Whatcom	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$74.47	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Whatcom	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$76.59	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Whatcom	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$81.69	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Whatcom	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$83.59	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Whatcom	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$85.59	<u>7A</u>	<u>3I</u>	<u>8Q</u>

Whatcom	<u>Laborers</u>	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$87.59	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Whatcom	<u>Laborers</u>	Tunnel Work-Guage and Lock Tender	\$43.09	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Whatcom	<u>Laborers</u>	Tunnel Work-Miner	\$43.09	<u>7A</u>	<u>3I</u>	<u>8Q</u>
Whatcom	<u>Laborers</u>	Vibrator	\$42.46	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Vinyl Seamer	\$41.69	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Watchman	\$32.12	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Welder	\$42.46	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Well Point Laborer	\$42.46	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers</u>	Window Washer/cleaner	\$32.12	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers - Underground Sewer & Water</u>	General Laborer & Topman	\$41.69	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Laborers - Underground Sewer & Water</u>	Pipe Layer	\$42.46	<u>7A</u>	<u>3I</u>	
Whatcom	<u>Landscape Construction</u>	Irrigation Or Lawn Sprinkler Installers	\$11.50		<u>1</u>	
Whatcom	<u>Landscape Construction</u>	Landscape Equipment Operators Or Truck Drivers	\$11.50		<u>1</u>	
Whatcom	<u>Landscape Construction</u>	Landscaping Or Planting Laborers	\$11.50		<u>1</u>	
Whatcom	<u>Lathers</u>	Journey Level	\$50.82	<u>5D</u>	<u>1H</u>	
Whatcom	<u>Marble Setters</u>	Journey Level	\$50.12	<u>5A</u>	<u>1M</u>	
Whatcom	<u>Metal Fabrication (In Shop)</u>	Fitter	\$13.81		<u>1</u>	
Whatcom	<u>Metal Fabrication (In Shop)</u>	Laborer	\$9.32		<u>1</u>	
Whatcom	<u>Metal Fabrication (In Shop)</u>	Machine Operator	\$13.81		<u>1</u>	
Whatcom	<u>Metal Fabrication (In Shop)</u>	Welder	\$13.81		<u>1</u>	
Whatcom	<u>Millwright</u>	Journey Level	\$30.79		<u>1</u>	
Whatcom	<u>Modular Buildings</u>	Journey Level	\$9.32		<u>1</u>	
Whatcom	<u>Painters</u>	Journey Level	\$37.80	<u>6Z</u>	<u>2B</u>	
Whatcom	<u>Pile Driver</u>	Journey Level	\$51.07	<u>5D</u>	<u>1M</u>	
Whatcom	<u>Plasterers</u>	Journey Level	\$49.29	<u>7Q</u>	<u>1R</u>	
Whatcom	<u>Playground & Park Equipment Installers</u>	Journey Level	\$9.32		<u>1</u>	
Whatcom	<u>Plumbers & Pipefitters</u>	Journey Level	\$62.57	<u>5A</u>	<u>1G</u>	
Whatcom	<u>Power Equipment Operators</u>	Asphalt Plant Operators	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Assistant Engineer	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Barrier Machine (zipper)	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Batch Plant Operator, Concrete	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Bobcat	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Brokk - Remote Demolition Equipment	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Brooms	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Bump Cutter	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Cableways	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Chipper	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Compressor	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>

Whatcom	<u>Power Equipment Operators</u>	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Concrete Finish Machine -laser Screed	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure.	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Conveyors	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Cranes: 20 Tons Through 44 Tons With Attachments	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Cranes: 100 Tons Through 199 Tons, Or 150' Of Boom (Including Jib With Attachments)	\$54.04	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Cranes: 200 Tons To 300 Tons, Or 250' Of Boom (including Jib With Attachments)	\$54.61	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With Attachments)	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Cranes: A-frame - 10 Tons And Under	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Cranes: Friction 100 Tons Through 199 Tons	\$54.61	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Cranes: Friction Over 200 Tons	\$55.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Cranes: Over 300 Tons Or 300' Of Boom (including Jib With Attachments)	\$55.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Crusher	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Deck Engineer/deck Winches (power)	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Derricks, On Building Work	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Dozers D-9 & Under	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Drill Oilers: Auger Type, Truck Or Crane Mount	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Drilling Machine	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Elevator And Man-lift: Permanent And Shaft Type	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Forklift: 3000 Lbs And Over With Attachments	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Forklifts: Under 3000 Lbs. With Attachments	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>

Whatcom	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Gradechecker/stakeman	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Guardrail Punch	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Horizontal/directional Drill Locator	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Horizontal/directional Drill Operator	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Hydralifts/boom Trucks Over 10 Tons	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Hydralifts/boom Trucks, 10 Tons And Under	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$54.04	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Loaders, Plant Feed	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Loaders: Elevating Type Belt	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Locomotives, All	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Material Transfer Device	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$54.04	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Motor Patrol Grader - Non-finishing	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Motor Patrol Graders, Finishing	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Outside Hoists (elevators And Manlifts), Air Tuggers, strato	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Overhead, Bridge Type: 100 Tons And Over	\$54.04	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Pavement Breaker	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>

Whatcom	Power Equipment Operators	Posthole Digger, Mechanical	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Power Plant	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Pumps - Water	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Rigger And Bellman	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Rollagon	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Roller, Other Than Plant Mix	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Roto-mill, Roto-grinder	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Saws - Concrete	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Scrapers - Concrete & Carry All	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Service Engineers - Equipment	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Shotcrete/gunite Equipment	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$54.04	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$54.61	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Slipform Pavers	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Spreader, Topsider & Screedman	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Subgrader Trimmer	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Tower Bucket Elevators	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Tower Crane Over 175'in Height, Base To Boom	\$54.61	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Tower Crane Up To 175' In Height Base To Boom	\$54.04	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Transporters, All Track Or Truck Type	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Trenching Machines	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators	Truck Crane Oiler/driver - 100 Tons And Over	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>

Whatcom	<u>Power Equipment Operators</u>	Truck Crane Oiler/driver Under 100 Tons	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Truck Mount Portable Conveyor	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Welder	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Wheel Tractors, Farmall Type	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators</u>	Yo Yo Pay Dozer	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Asphalt Plant Operators	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Assistant Engineer	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Barrier Machine (zipper)	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Batch Plant Operator, Concrete	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Bobcat	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Brokk - Remote Demolition Equipment	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Brooms	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Bump Cutter	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cableways	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Chipper	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Compressor	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Concrete Finish Machine -laser Screed	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure.	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Conveyors	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cranes: 20 Tons Through 44 Tons With Attachments	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cranes: 100 Tons Through 199 Tons, Or 150' Of Boom (Including Jib With Attachments)	\$54.04	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cranes: 200 Tons To 300 Tons, Or 250' Of Boom (including Jib With Attachments)	\$54.61	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Cranes: 45 Tons Through 99 Tons, Under 150' Of Boom (including Jib With	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>

		Attachments)				
Whatcom	Power Equipment Operators- Underground Sewer & Water	Cranes: A-frame - 10 Tons And Under	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction 100 Tons Through 199 Tons	\$54.61	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction Over 200 Tons	\$55.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Cranes: Over 300 Tons Or 300' Of Boom (including Jib With Attachments)	\$55.17	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Cranes: Through 19 Tons With Attachments A-frame Over 10 Tons	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Crusher	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Deck Engineer/deck Winches (power)	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Derricks, On Building Work	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Drilling Machine	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Elevator And Man-lift: Permanent And Shaft Type	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 Lbs And Over With Attachments	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Forklifts: Under 3000 Lbs. With Attachments	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Gradechecker/stakeman	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Guardrail Punch	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Locator	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Operator	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom Trucks Over 10 Tons	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>

Whatcom	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom Trucks, 10 Tons And Under	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$54.04	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Mechanics, All (leadmen - \$0.50 Per Hour Over Mechanic)	\$54.04	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Motor Patrol Grader - Non-finishing	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Motor Patrol Graders, Finishing	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Outside Hoists (elevators And Manlifts), Air Tuggers, strato	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type Crane: 20 Tons Through 44 Tons	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 100 Tons And Over	\$54.04	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Overhead, Bridge Type: 45 Tons Through 99 Tons	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Pavement Breaker	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Power Plant	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Pumps - Water	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	Power Equipment Operators- Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>

Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Quick Tower - No Cab, Under 100 Feet In Height Based To Boom	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Rigger And Bellman	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Rollagon	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Roller, Other Than Plant Mix	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Roller, Plant Mix Or Multi-lift Materials	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Roto-mill, Roto-grinder	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Saws - Concrete	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Scraper, Self Propelled Under 45 Yards	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Scrapers - Concrete & Carry All	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Scrapers, Self-propelled: 45 Yards And Over	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Service Engineers - Equipment	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Shotcrete/gunite Equipment	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Shovel , Excavator, Backhoe, Tractors Under 15 Metric Tons.	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$54.04	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$54.61	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Slipform Pavers	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Spreader, Topsider & Screedman	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Subgrader Trimmer	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Tower Bucket Elevators	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Tower Crane Over 175'in Height, Base To Boom	\$54.61	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Tower Crane Up To 175' In Height Base To Boom	\$54.04	<u>7A</u>	<u>3C</u>	<u>8P</u>

Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Transporters, All Track Or Truck Type	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Trenching Machines	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Truck Crane Oiler/driver - 100 Tons And Over	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Truck Crane Oiler/driver Under 100 Tons	\$52.58	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Truck Mount Portable Conveyor	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Welder	\$53.49	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Wheel Tractors, Farmall Type	\$50.22	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Equipment Operators- Underground Sewer & Water</u>	Yo Yo Pay Dozer	\$53.00	<u>7A</u>	<u>3C</u>	<u>8P</u>
Whatcom	<u>Power Line Clearance Tree Trimmers</u>	Journey Level In Charge	\$44.86	<u>5A</u>	<u>4A</u>	
Whatcom	<u>Power Line Clearance Tree Trimmers</u>	Spray Person	\$42.58	<u>5A</u>	<u>4A</u>	
Whatcom	<u>Power Line Clearance Tree Trimmers</u>	Tree Equipment Operator	\$44.86	<u>5A</u>	<u>4A</u>	
Whatcom	<u>Power Line Clearance Tree Trimmers</u>	Tree Trimmer	\$40.08	<u>5A</u>	<u>4A</u>	
Whatcom	<u>Power Line Clearance Tree Trimmers</u>	Tree Trimmer Groundperson	\$30.20	<u>5A</u>	<u>4A</u>	
Whatcom	<u>Refrigeration & Air Conditioning Mechanics</u>	Journey Level	\$23.95		<u>1</u>	
Whatcom	<u>Residential Brick Mason</u>	Journey Level	\$50.12	<u>5A</u>	<u>1M</u>	
Whatcom	<u>Residential Carpenters</u>	Journey Level	\$23.81		<u>1</u>	
Whatcom	<u>Residential Cement Masons</u>	Journey Level	\$27.28		<u>1</u>	
Whatcom	<u>Residential Drywall Applicators</u>	Journey Level	\$25.00		<u>1</u>	
Whatcom	<u>Residential Drywall Tapers</u>	Journey Level	\$23.91		<u>1</u>	
Whatcom	<u>Residential Electricians</u>	Journey Level	\$37.65		<u>1</u>	
Whatcom	<u>Residential Glaziers</u>	Journey Level	\$13.79		<u>1</u>	
Whatcom	<u>Residential Insulation Applicators</u>	Journey Level	\$13.96		<u>1</u>	
Whatcom	<u>Residential Laborers</u>	Journey Level	\$20.00		<u>1</u>	
Whatcom	<u>Residential Marble Setters</u>	Journey Level	\$50.12	<u>5A</u>	<u>1M</u>	
Whatcom	<u>Residential Painters</u>	Journey Level	\$17.43		<u>1</u>	
Whatcom	<u>Residential Plumbers & Pipefitters</u>	Journey Level	\$28.26		<u>1</u>	
Whatcom	<u>Residential Refrigeration & Air Conditioning Mechanics</u>	Journey Level	\$36.92	<u>5A</u>	<u>1G</u>	
Whatcom	<u>Residential Sheet Metal Workers</u>	Journey Level (Field or Shop)	\$32.24	<u>7J</u>	<u>1I</u>	
Whatcom	<u>Residential Soft Floor Layers</u>	Journey Level	\$23.46		<u>1</u>	
Whatcom	<u>Residential Sprinkler Fitters (Fire Protection)</u>	Journey Level	\$31.09		<u>1</u>	
Whatcom	<u>Residential Stone Masons</u>	Journey Level	\$50.12	<u>5A</u>	<u>1M</u>	

Whatcom	<u>Residential Terrazzo Workers</u>	Journey Level	\$9.32		<u>1</u>	
Whatcom	<u>Residential Terrazzo/Tile Finishers</u>	Journey Level	\$14.00		<u>1</u>	
Whatcom	<u>Residential Tile Setters</u>	Journey Level	\$9.32		<u>1</u>	
Whatcom	<u>Roofers</u>	Journey Level	\$25.27		<u>1</u>	
Whatcom	<u>Sheet Metal Workers</u>	Journey Level (Field or Shop)	\$56.69	<u>7F</u>	<u>1E</u>	
Whatcom	<u>Shipbuilding & Ship Repair</u>	Boilermaker	\$40.12	<u>7M</u>	<u>1H</u>	
Whatcom	<u>Shipbuilding & Ship Repair</u>	Carpenter	\$15.16		<u>1</u>	
Whatcom	<u>Shipbuilding & Ship Repair</u>	Crane Operator	\$16.04		<u>1</u>	
Whatcom	<u>Shipbuilding & Ship Repair</u>	Electrician	\$15.18		<u>1</u>	
Whatcom	<u>Shipbuilding & Ship Repair</u>	Heat & Frost Insulator	\$58.93	<u>5J</u>	<u>1S</u>	
Whatcom	<u>Shipbuilding & Ship Repair</u>	Inside Machinist	\$16.70		<u>1</u>	
Whatcom	<u>Shipbuilding & Ship Repair</u>	Laborer	\$23.38		<u>1</u>	
Whatcom	<u>Shipbuilding & Ship Repair</u>	Outside Machinist	\$14.69		<u>1</u>	
Whatcom	<u>Shipbuilding & Ship Repair</u>	Painter	\$15.16		<u>1</u>	
Whatcom	<u>Shipbuilding & Ship Repair</u>	Pipefitter	\$15.18		<u>1</u>	
Whatcom	<u>Shipbuilding & Ship Repair</u>	Sheet Metal	\$20.26		<u>1</u>	
Whatcom	<u>Shipbuilding & Ship Repair</u>	Welder/burner	\$15.21		<u>1</u>	
Whatcom	<u>Sign Makers & Installers (Electrical)</u>	Journey Level	\$16.03		<u>1</u>	
Whatcom	<u>Sign Makers & Installers (Non-Electrical)</u>	Journey Level	\$14.23		<u>1</u>	
Whatcom	<u>Soft Floor Layers</u>	Journey Level	\$42.15	<u>5A</u>	<u>3D</u>	
Whatcom	<u>Solar Controls For Windows</u>	Journey Level	\$9.32		<u>1</u>	
Whatcom	<u>Sprinkler Fitters (Fire Protection)</u>	Journey Level	\$35.06		<u>1</u>	
Whatcom	<u>Stage Rigging Mechanics (Non Structural)</u>	Journey Level	\$13.23		<u>1</u>	
Whatcom	<u>Stone Masons</u>	Journey Level	\$50.12	<u>5A</u>	<u>1M</u>	
Whatcom	<u>Street And Parking Lot Sweeper Workers</u>	Journey Level	\$15.00		<u>1</u>	
Whatcom	<u>Surveyors</u>	All Classifications	\$36.16	<u>Null</u>	<u>1</u>	
Whatcom	<u>Telecommunication Technicians</u>	Journey Level	\$40.82	<u>7E</u>	<u>1E</u>	
Whatcom	<u>Telephone Line Construction - Outside</u>	Cable Splicer	\$36.01	<u>5A</u>	<u>2B</u>	
Whatcom	<u>Telephone Line Construction - Outside</u>	Hole Digger/Ground Person	\$20.05	<u>5A</u>	<u>2B</u>	
Whatcom	<u>Telephone Line Construction - Outside</u>	Installer (Repairer)	\$34.50	<u>5A</u>	<u>2B</u>	
Whatcom	<u>Telephone Line Construction - Outside</u>	Special Aparatus Installer I	\$36.01	<u>5A</u>	<u>2B</u>	
Whatcom	<u>Telephone Line Construction - Outside</u>	Special Apparatus Installer II	\$35.27	<u>5A</u>	<u>2B</u>	
Whatcom	<u>Telephone Line Construction - Outside</u>	Telephone Equipment Operator (Heavy)	\$36.01	<u>5A</u>	<u>2B</u>	
Whatcom	<u>Telephone Line Construction - Outside</u>	Telephone Equipment Operator (Light)	\$33.47	<u>5A</u>	<u>2B</u>	

Whatcom	<u>Telephone Line Construction - Outside</u>	Telephone Lineperson	\$33.47	<u>5A</u>	<u>2B</u>	
Whatcom	<u>Telephone Line Construction - Outside</u>	Television Groundperson	\$19.04	<u>5A</u>	<u>2B</u>	
Whatcom	<u>Telephone Line Construction - Outside</u>	Television Lineperson/Installer	\$25.27	<u>5A</u>	<u>2B</u>	
Whatcom	<u>Telephone Line Construction - Outside</u>	Television System Technician	\$30.20	<u>5A</u>	<u>2B</u>	
Whatcom	<u>Telephone Line Construction - Outside</u>	Television Technician	\$27.09	<u>5A</u>	<u>2B</u>	
Whatcom	<u>Telephone Line Construction - Outside</u>	Tree Trimmer	\$33.47	<u>5A</u>	<u>2B</u>	
Whatcom	<u>Terrazzo Workers</u>	Journey Level	\$46.96	<u>5A</u>	<u>1M</u>	
Whatcom	<u>Tile Setters</u>	Journey Level	\$46.96	<u>5A</u>	<u>1M</u>	
Whatcom	<u>Tile, Marble & Terrazzo Finishers</u>	Finisher	\$37.79	<u>5A</u>	<u>1B</u>	
Whatcom	<u>Traffic Control Stripers</u>	Journey Level	\$17.41		<u>1</u>	
Whatcom	<u>Truck Drivers</u>	Asphalt Mix	\$30.15		<u>1</u>	
Whatcom	<u>Truck Drivers</u>	Dump Truck	\$19.32		<u>1</u>	
Whatcom	<u>Truck Drivers</u>	Dump Truck And Trailer	\$19.32		<u>1</u>	
Whatcom	<u>Truck Drivers</u>	Other Trucks	\$14.48		<u>1</u>	
Whatcom	<u>Truck Drivers</u>	Transit Mixer	\$16.81		<u>1</u>	
Whatcom	<u>Well Drillers & Irrigation Pump Installers</u>	Irrigation Pump Installer	\$15.00		<u>1</u>	
Whatcom	<u>Well Drillers & Irrigation Pump Installers</u>	Oiler	\$9.32		<u>1</u>	
Whatcom	<u>Well Drillers & Irrigation Pump Installers</u>	Well Driller	\$18.02		<u>1</u>	

Overtime Codes

Overtime calculations are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

- I. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
 - G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
 - J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
 - K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
 - M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Benefit Code Key – Effective 3-5-2014 thru 8-30-2014

1. N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
- P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
- S. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays and all other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
- W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
- Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
- Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

Benefit Code Key – Effective 3-5-2014 thru 8-30-2014

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
 - C. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at two times the hourly rate of wage.
 - F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
 - G. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
 - H. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
 - O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
 - R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
 - U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
 - W. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The first eight (8) hours worked on the fifth day shall be paid at one and one-half times the hourly rate of wage. All other hours worked on the fifth, sixth, and seventh days and on holidays shall be paid at double the hourly rate of wage.
3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- A. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. Hours worked over twelve hours (12) in a single shift and all work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay. Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar (\$1.00) per hour for all hours worked that shift. The employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
 - B. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Benefit Code Key – Effective 3-5-2014 thru 8-30-2014

3.
 - C. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays shall be paid at double the hourly rate of wage. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
 - D. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 15% over the hourly rate of wage. All other hours worked after 6:00 am on Saturdays, shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.
 - F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
 - H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
 - I. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions during a five day work week (Monday through Friday,) or a four day-ten hour work week (Tuesday through Friday,) then Saturday may be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.

Holiday Codes

5.
 - A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
 - B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
 - C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
 - D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).

Benefit Code Key – Effective 3-5-2014 thru 8-30-2014

5. H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
- I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- J. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, And Christmas Day (7).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
- T. Paid Holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, And The Day Before Or After Christmas (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).

Holiday Codes Continued

6. A. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (8).
- E. Paid Holidays: New Year's Day, Day Before Or After New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas Day, And A Half-Day On Christmas Eve Day. (9 1/2).
- G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, And Christmas Eve Day (11).
- H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).

Benefit Code Key – Effective 3-5-2014 thru 8-30-2014

6. I. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, And Christmas Day (7).
- T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.

Holiday Codes Continued

7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday And Saturday After Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Benefit Code Key – Effective 3-5-2014 thru 8-30-2014

7. I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- M. Paid Holidays: New Year's Day, The Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, And the Day after or before Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- O. Paid Holidays: New Year's Day, The Day After Or Before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, Christmas Day, The Day After Or Before Christmas Day, And The Employees Birthday. (11). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- R. Paid Holidays: New Year's Day, the day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day after or before Christmas Day (10). If any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

Benefit Code Key – Effective 3-5-2014 thru 8-30-2014

Note Codes

8. A. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:
Over 50' To 100' -\$2.00 per Foot for Each Foot Over 50 Feet
Over 100' To 150' -\$3.00 per Foot for Each Foot Over 100 Feet
Over 150' To 220' -\$4.00 per Foot for Each Foot Over 150 Feet
Over 220' -\$5.00 per Foot for Each Foot Over 220 Feet
- C. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:
Over 50' To 100' -\$1.00 per Foot for Each Foot Over 50 Feet
Over 100' To 150' -\$1.50 per Foot for Each Foot Over 100 Feet
Over 150' To 200' -\$2.00 per Foot for Each Foot Over 150 Feet
Over 200' -Divers May Name Their Own Price
- D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- P. Workers on hazmat projects receive additional hourly premiums as follows -Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, And Class D Suit \$0.50.
- Q. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.
- R. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.

APPENDIX B
GEOTECHNICAL SUBSURFACE EVALUATION REPORT
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GEOTEST

741 Marine Drive
Bellingham, WA 98225

20611-67th Avenue NE
Arlington, WA 98223

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360 733_7318

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888 251_5276

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February 4, 2014
Job No. 14-0019

Reichhardt & Ebe Engineering
423 Front Street
Lynden, WA 98264

Attn: Luis Ponce P.E.

**Re: Barrett Road Overlay - Road Core Summary
Barrett Road - West Smith Road to Main Street
Ferndale, Washington**

Luis:

This report presents the results of our road core investigation for the proposed Barrett Road Overlay project in Ferndale, Washington. The location of the road cores are shown on the Site and Exploration Plan (Figures 1-3). Our services were completed in accordance with your request.

PROJECT DESCRIPTION

We understand that the proposed project is to make improvements to Barrett Road north from W. Smith Road to Main Street in Ferndale, WA. As a part of the planned road improvements, evaluation of the existing asphalt thickness and identification of road base materials was requested by our client, as the information is necessary for design purposes. As per your request we completed five road cores to evaluate the existing asphalt thickness, underlying thicknesses, and, when possible, native subgrade materials. The summary of our findings is as follows.

ROAD CORE SUMMARY

On January 28th, 2014 GeoTest Services completed a total of five road cores using a concrete/asphalt core machine. The road cores were located along the north and south bound lanes of Barrett Road, in Ferndale, WA. The approximate location and stationing for each of the road core tests are shown on the Site and Exploration Plan (Figures 1-3) attached with this report. Upon completion, each of the road cores were backfilled with the excavated material and capped using asphalt cold patch. A summary of our findings are shown in Table 1 below.

TABLE 1 ROAD CORE RESULTS					
Road Core Number	Approximate Stationing	Asphalt Thickness (in)	Subgrade	Total Depth Explored (in)	Additional Comments
RC-1	7+30 North-Bound Lane	4.0	2" CSTC over/ Min. 18" Pit Run	24.0	3 Variable Layers of Asphalt/Chip Seal
RC-2	23+00 South-Bound Lane	6.5	3" CSTC over/ 2.5" Pit Run over/ Concrete	11.5	3 Variable Layers of Asphalt/Chip Seal
RC-3	32+70 North-Bound Lane	6.0	3" CSTC over/ Min. 8" Pit Run	17.0	3 Variable Layers of Asphalt/Chip Seal
RC-4	38+00 South-Bound Lane	4.0	4" CSTC over/ 16" Pit Run over/ Native Soil	24.0	2 Variable Layers of Asphalt/Chip Seal
RC-5	43+00 South-Bound Lane	4.5	3" CSTC over/ Min 2.5" Pit Run w/ Cobbles	10.0	2 Variable Layers of Asphalt/Chip Seal
Core Locations are approximate and based on site stationing as labeled by Reichhardt & Ebe personnel CSTC = Crushed Surfacing Top Course					

SUBSURFACE CONDITIONS

In general, the existing asphalt is in relatively poor condition. The surficial asphalt chip/seal show signs of wear throughout the project zone. Ravelling and alligator cracking was evident in places, including some lateral and longitudinal cracking within the lanes.

The asphalt thickness encountered ranged between approximately 4.0 to 6.5 inches thick. The existing asphalt appears to have been composed of three pavement layers in cores RC-1, RC-2, and RC-3. The pavement section in RC-4 and RC-5 appeared to have less defined pavement layers, and may only consist of two layers of asphalt/chipseal combined with a slightly thickened section of CSTC.

The underlying road base sections observed was generally consistent in composition; however, variances in underlying thicknesses were noted in several locations. In RC-1, RC-3, and RC-4 below the asphalt layers two to four inches of, what appeared to be, 5/8" minus Crushed Surfacing Top Coarse (CSTC) overlies what appears to be imported poorly graded sand with trace gravel (Pit Run). The pit run encountered at these locations had a minimum depth of 8 inches with a observed depth of 18 inches during our explorations.

In RC-2 the section differs from RC-1, RC-3, and RC-4 in that below 2.5" of the pit run material a layer of concrete was encountered. The thickness and dimensions of the concrete were undetermined. In RC-5 the pit run materials encountered below the CSTC

contained a significantly higher proportion of gravel with larger clast sizes (pebbles to cobbles). This exploration was terminated due to cobbles blocking the advancement of our exploration.

Native soils were encountered within RC-4 only at a depth of 24 inches below the top of pavement. Native soils appeared to consist of medium dense, moist, slightly mottled tan to brown, silty, fine sand (SP/SM). No laboratory testing was performed for materials encountered within our explorations.

No groundwater was encountered within our explorations on this date. Groundwater levels are not static and it is anticipated that groundwater conditions will vary depending on local subsurface conditions, season, precipitation, changes in site use, both on and off site, and other factors.

LIMITATIONS

The conclusions provided in this report are based on conditions encountered at the time of the subsurface exploration performed by GeoTest Services, Inc., information from previous studies and our experience and judgment. Our work has been performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in this area for the exclusive use of Reichhardt & Ebe Engineering and their representatives. No warranty, expressed or implied, is made.

We must presume the subsurface conditions encountered are representative for the proposed site for the purposes of formulating our recommendations. However, you should be aware that subsurface conditions may vary with time and between exploratory locations, and unanticipated conditions may be encountered. If construction reveals differing conditions or the design is modified, we should be retained to reevaluate our recommendations and provide written confirmation or modification, as needed.

We appreciate the opportunity to be of service to you on this project. If any questions should arise regarding this report, please contact the undersigned.

Respectfully Submitted,
GeoTest Services, Inc.

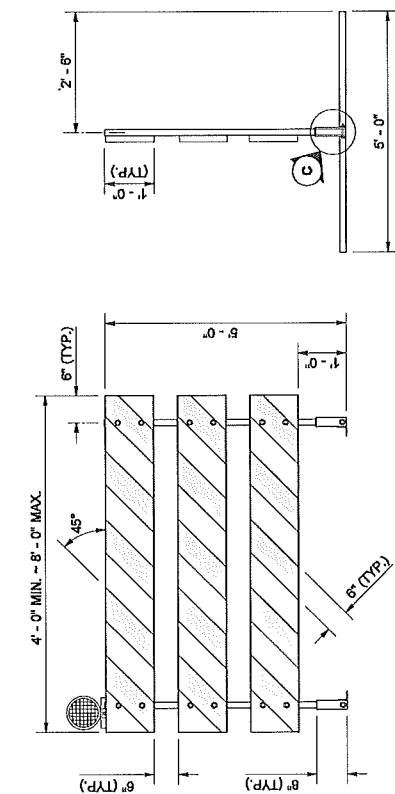


Ryan O'Connor
Staff Geologist

APPENDIX C
TRAFFIC CONTROL PLAN – SERIES K WSDOT STANDARD PLANS
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NOTES

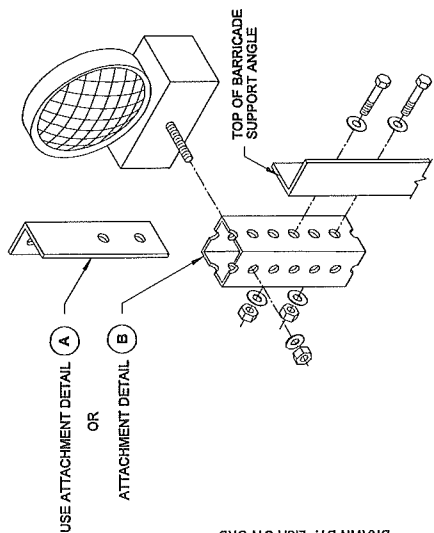
1. All fasteners may be zinc plated, galvanized or stainless steel. All steel angle and tubular steel shall be hot-rolled, high carbon steel, painted or galvanized.
2. Install one lightweight Type A Low-Intensity flashing warning light on the traffic side of the barricade. Install two Type A Low-Intensity flashing warning lights per barricade when the barricades are used to close a roadway. Attach the light to the barricade according to the light manufacturer's recommendations or use the details shown on this plan.
3. Stripes on barricade rails shall be alternating orange and white retroreflective stripes (sloping downward at an angle of 45 degrees in the direction traffic is to pass).
4. The Type 3 barricade design shown on this plan meets the crash test requirements of NCHRP 350. Alternative designs may be approved if they conform to the NCHRP 350 crash test criteria and the MUTCD.
5. When a sign is mounted on the barricade, it shall be securely bolted to at least two plywood panels. The top of the sign shall not be higher than the top panel of the barricade.
6. When sandbags are used in freezing weather, Urea fertilizer shall be mixed with the sand in a quantity to prevent the sand from freezing.



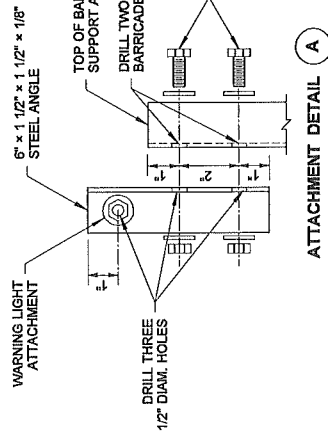
ELEVATION

TYPE 3 BARRICADE

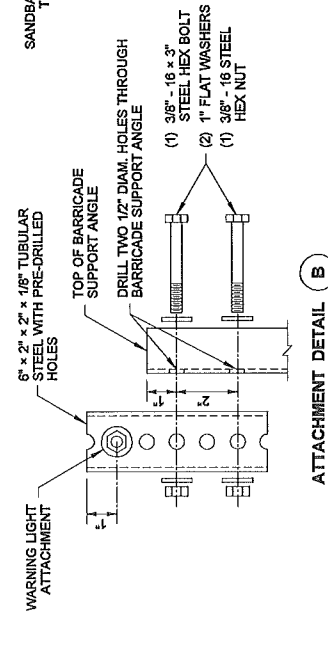
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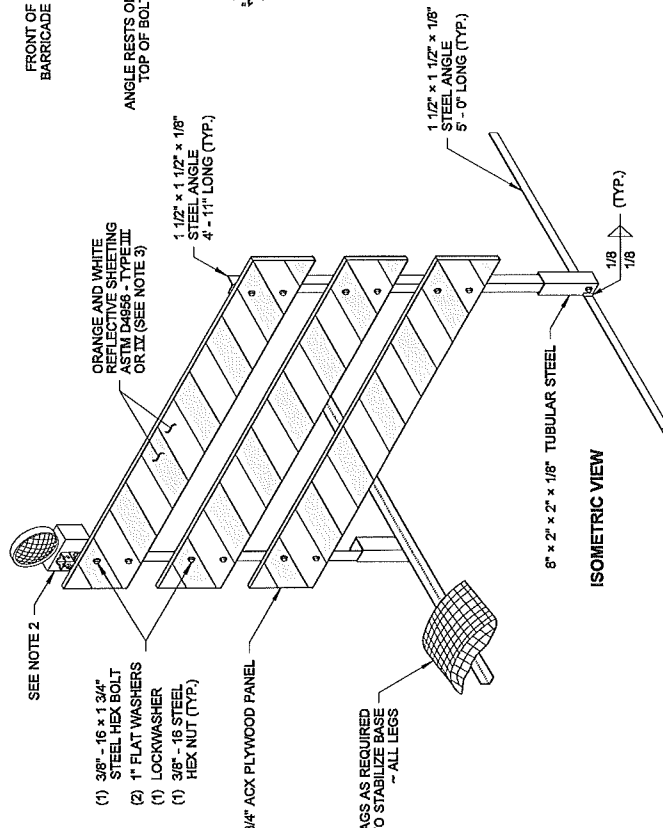
WARNING LIGHT ATTACHMENT DETAIL



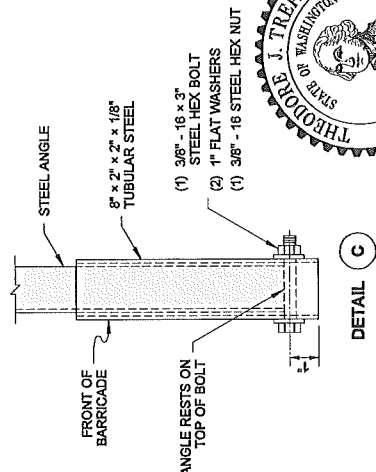
ATTACHMENT DETAIL A



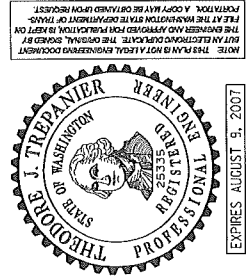
ATTACHMENT DETAIL B



ISOMETRIC VIEW



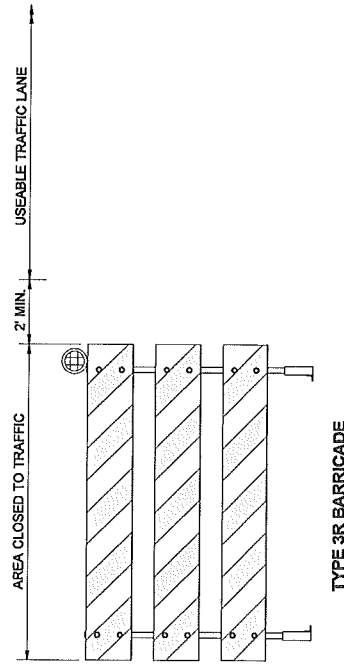
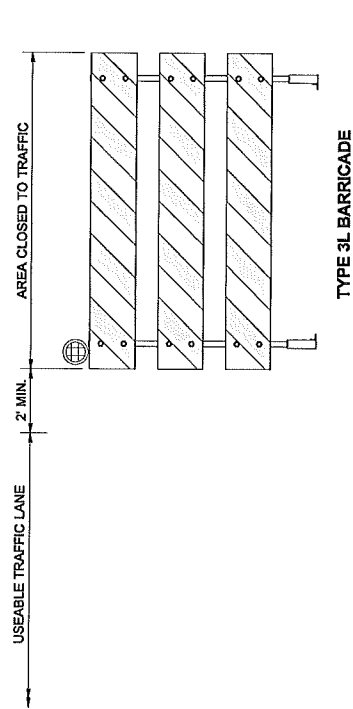
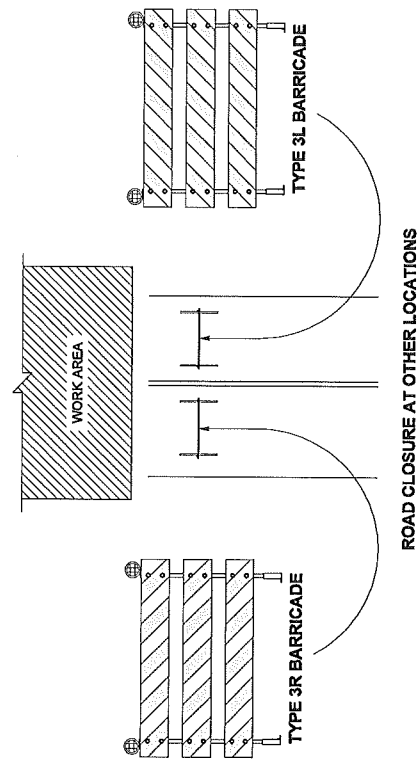
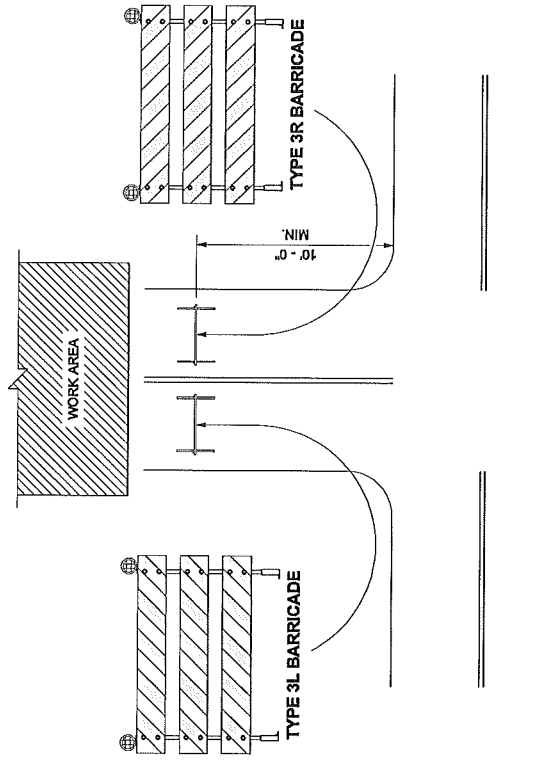
DETAIL C



TYPE 3 BARRICADE

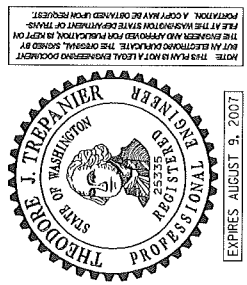
STANDARD PLAN K-80.20-00

SHEET 1 OF 2 SHEETS
 APPROVED FOR PUBLICATION
 Kevin J. Dayton
 STATE DESIGN ENGINEER
 DATE 12-20-06
 Washington State Department of Transportation



STRIPES ON THE BARRICADES SHALL SLOPE
DOWNWARD IN THE DIRECTION TRAFFIC IS TO PASS

DRAWN BY: LISA CYFORD



TYPE 3 BARRICADE

STANDARD PLAN K-80.20-00

SHEET 2 OF 2 SHEETS

APPROVED FOR PUBLICATION

Kevin J. Dayton 12-20-06
STATE DESIGN ENGINEER DATE

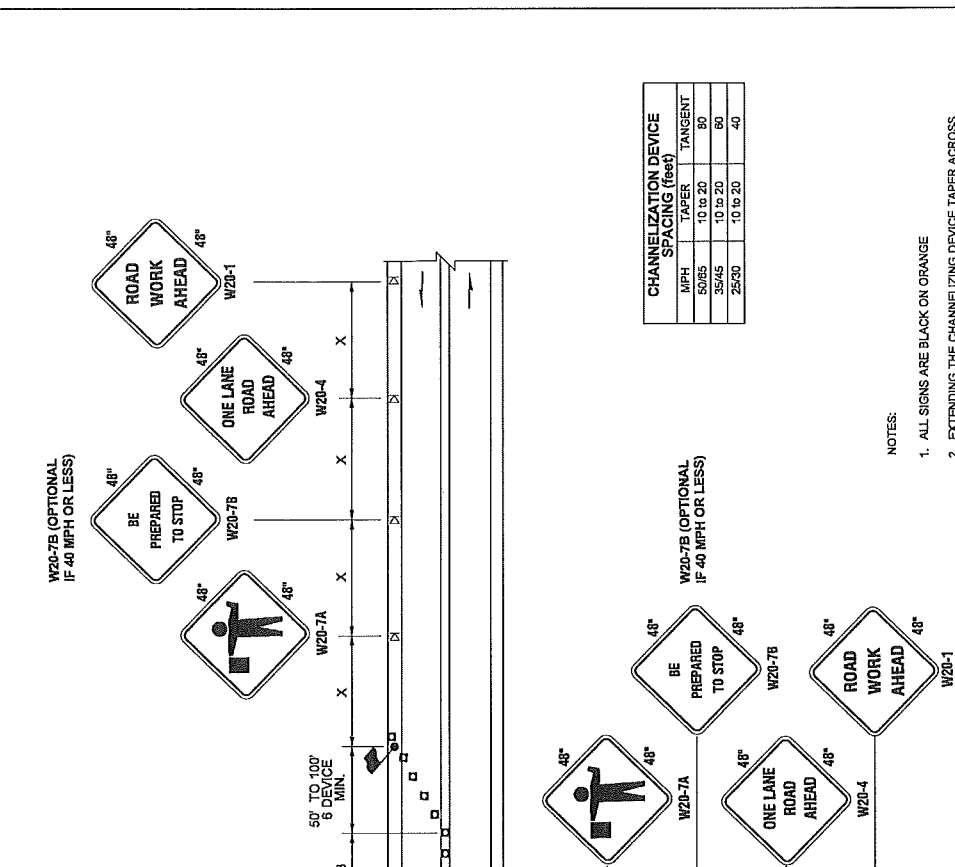
Washington State Department of Transportation

BARRICADE PLACEMENT

BUFFER DATA										
LONGITUDINAL BUFFER SPACE = B										
SPEED (MPH)	25	30	35	40	45	50	55	60	65	70
LENGTH (feet)	155	200	250	305	380	425	495	570	645	-
BUFFER VEHICLE ROLL AHEAD DISTANCE = R										
TRANSPORTABLE ATTENUATOR										
MINIMUM HOST VEHICLE WEIGHT *15,000 LBS. THE MAXIMUM WEIGHT SHALL BE IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATION.										
PROTECTIVE VEHICLE										
MAY BE A WORK VEHICLE STRATEGICALLY LOCATED TO SHIELD THE WORK AREA.										
NO SPECIFIED DISTANCE REQUIRED										

SIGN SPACING = X (1)		
RURAL HIGHWAYS	60 / 65 MPH	800' ±
RURAL ROADS	45 / 55 MPH	500' ±
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350' ±
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200' ± (2)
URBAN STREETS	25 MPH OR LESS	100' ± (2)

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE ROADWAY CONDITIONS.
 (2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.



ONE-LANE, TWO-WAY TRAFFIC CONTROL WITH FLAGGERS

NOT TO SCALE

LEGEND

- FLAGGING STATION
- TEMPORARY SIGN LOCATION
- CHANNELIZING DEVICES
- PROTECTIVE VEHICLE

FILE NAME: S:\Design R\F\84-Standard\2-Plan Sheet Library\10-Work Zone Traffic Control (TCITC-11TC-1).dgn		DATE: 10/28/11 AM		TIME: 10:28:41 AM	
PLOTTER: HP DesignJet 500		DESIGNED BY: Cyndal		CHECKED BY: Cyndal	
DRAWN BY: Cyndal		APPROVED BY: Cyndal		DATE: 10/28/11	
PROJECT NO. 10		CONTRACT NO. 10		LOCATION NO. 10	
FED AID PROJ. NO.		DATE		BY	
REVISION		DATE		BY	
REGIONAL ADM.		REVISION		DATE	

Washington State Department of Transportation

TRAFFIC CONTROL PLAN

TC1

PROJECT NO. 10

MINIMUM LANE CLOSURE TAPER LENGTH = L (feet)									
LANE WIDTH (feet)	Posted Speed (mph)								
	25	30	35	40	45	50	55	60	65
10	105	150	205	270	450	500	550	-	-
11	115	165	225	295	485	535	585	635	685
12	125	180	245	320	540	600	660	720	780

MINIMUM SHOULDER TAPER LENGTH = L/3 (feet)									
SHOULDER WIDTH (feet)	Posted Speed (mph)								
	25	30	35	40	45	50	55	60	65
8'	40	40	60	90	120	130	150	160	170
10'	40	60	90	90	150	170	190	200	240

USE A MINIMUM 3 DEVICES TAPER FOR SHOULDER LESS THEN 6'.

SIGN SPACING = X (1)		
FREWAYS & EXPRESSWAYS	55 / 70 MPH	1500' ±
RURAL HIGHWAYS	60 / 65 MPH	800' ±
RURAL ROADS	45 / 55 MPH	500' ±
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350' ±
RURAL ROADS & URBAN ARTERIALS	25 / 30 MPH	200' ± (2)
RESIDENTIAL & BUSINESS DISTRICTS	25 MPH OR LESS	100' ± (2)

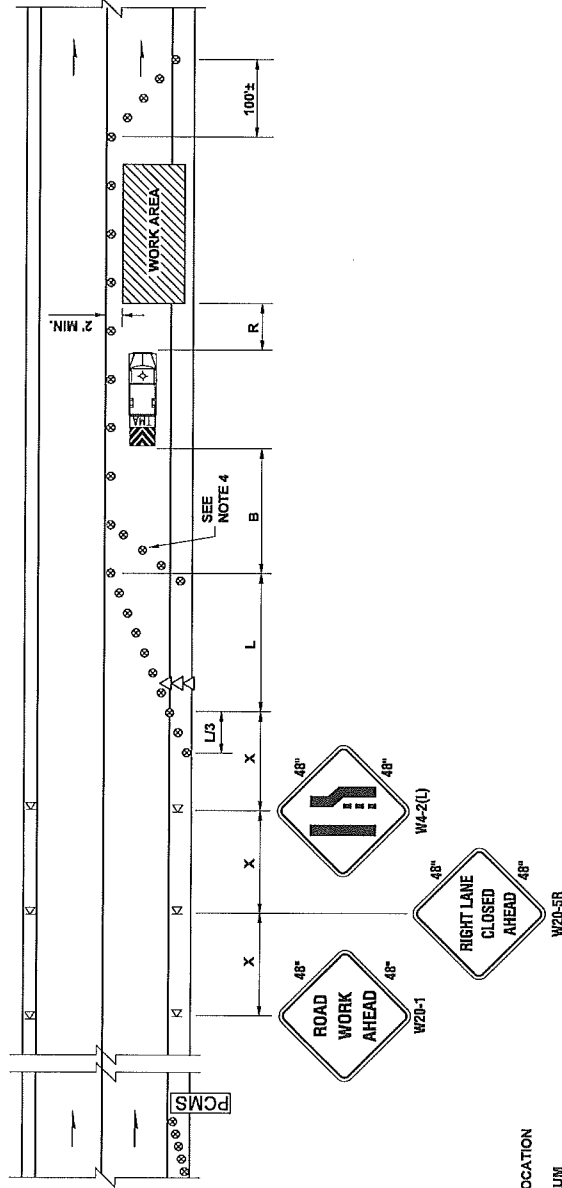
(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMP, AT-GRADE INTERSECTIONS AND DRIVEWAYS.
(2) SIGN SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

CANALIZATION DEVICE SPACING (feet)		
MPH	TAPER	TANGENT
5070	40	80
3545	30	60
2530	20	40

BUFFER DATA									
LONGITUDINAL BUFFER SPACE = B									
	25	30	35	40	45	50	55	60	65
LENGTH (feet)	155	200	250	305	360	425	485	570	645

BUFFER VEHICLE ROLL AHEAD DISTANCE = R

TRANSPORTABLE ATTENUATOR	30 FEET MIN. TO 100 FEET MAX.
MINIMUM HOST VEHICLE WEIGHT 15,000 LBS. THE MAXIMUM WEIGHT SHALL BE IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATION.	



PCMS	
1	2
RIGHT LANE CLOSURE	1 MILE AHEAD
2.0 SEC	2.0 SEC

FIELD LOCATE 1 MILE ± IN ADVANCE OF LANE CLOSURE SIGNING.

NOTES:

1. NO FLAGGERS OR SPOTTERS.
2. EXTEND DEVICE TAPER AT L/3 ACROSS SHOULDER.
3. DEVICES SHALL NOT ENCRUCH INTO THE ADJACENT LANE.
4. USE TRANSVERSE DEVICES IN CLOSED LANE EVERY 1000' (RECOMMENDED).
5. DEVICE SPACING FOR THE DOWNSTREAM TAPER SHALL BE 20'.
6. ALL SIGNS ARE BLACK ON ORANGE.
7. SEE SPECIAL PROVISIONS FOR WORK HOUR RESTRICTIONS.

SINGLE-LANE CLOSURE FOR MULTI-LANE ROADWAYS

NOT TO SCALE

FILE NAME: S:\Design R & S\Standard\Plan Sheet Library\10-Work Zone Traffic Control (T01)TC-SHT-3.dgn DATE: 10/26/2011 PLOTTED BY: C:\ford\l DESIGNED BY: C:\ford\l CHECKED BY: C:\ford\l PROJ. ENGR. C:\ford\l REGIONAL ADM. C:\ford\l		REGION NO. 10 WASH. STATE CONTRACT NO. 10-1000000000 DATE: 10/26/2011 BY: C:\ford\l		FED-AID PROJ. NO. 10-1000000000 LOCATION NO. 10-1000000000		Washington State Department of Transportation		TRAFFIC CONTROL PLAN	
SHEET OF 1		T01		T01		T01		T01	

SIGN SPACING = X (1)		
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350' ±
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200' ± (2)
URBAN STREETS	25 MPH OR LESS	100' ± (2)

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE VEHICLE SIGHTING DISTANCES.

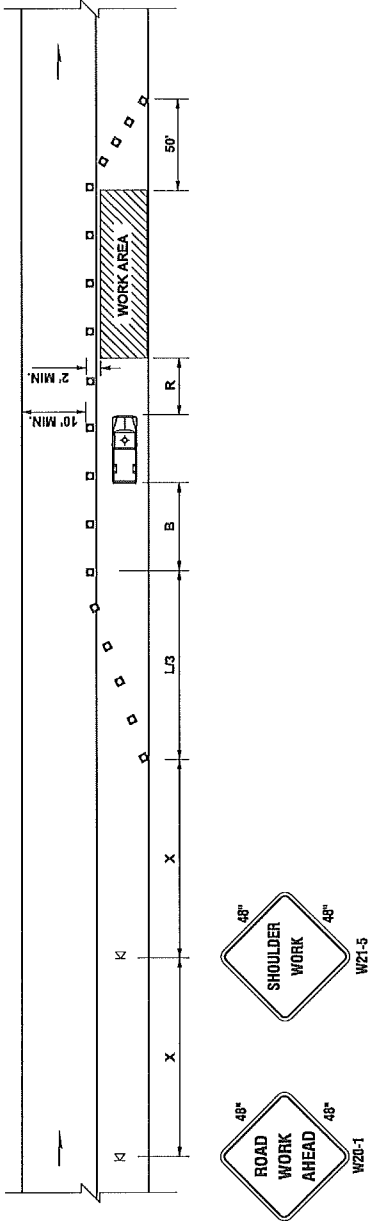
(2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

MINIMUM SHOULDER TAPER LENGTH = L/3 (feet)									
SHOULDER WIDTH (feet)	Posted Speed (mph)								
	25	30	35	40	45	50	55	60	65
8'	40	40	60	60	90	-	-	-	-
10'	40	60	60	90	90	-	-	-	-

USE A.3 DEVICES TAPER FOR SHOULDERS LESS THEN 8'

CHANNELIZATION DEVICE SPACING (feet)			
MPH	TAPER	TANGENT	
35/40	30	80	
25/30	20	40	

BUFFER DATA											
LONGITUDINAL BUFFER SPACE = B											
SPEED (MPH)	25	30	35	40	45	50	55	60	65	70	
LENGTH (feet)	155	200	250	305							
BUFFER VEHICLE ROLL AHEAD DISTANCE = R											
TRANSPORTABLE ATTENUATOR											
MINIMUM HOST VEHICLE WEIGHT: 16,000 LBS. THE MAXIMUM WEIGHT SHALL BE IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATION.											
30 FEET MIN. TO 100 FEET MAX.											
PROTECTIVE VEHICLE											
MAY BE A WORK VEHICLE STRATEGICALLY LOCATED TO SHIELD THE WORK AREA.											
NO SPECIFIED DISTANCE REQUIRED											



LEGEND

K

TEMPORARY SIGN LOCATION

□

CHANNELIZING DEVICES

PROTECTIVE VEHICLE

NOTES:

1. DEVICE SPACING FOR THE DOWNSTREAM TAPER SHALL BE 20'.

2. ALL SIGNS ARE BLACK ON ORANGE.

3. NO FLAGGERS OR SPOTTERS.

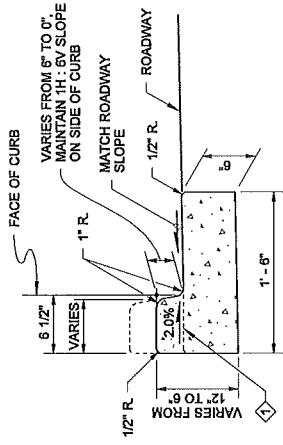
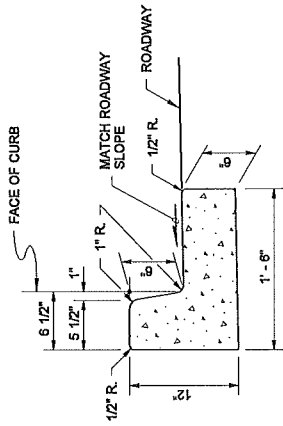
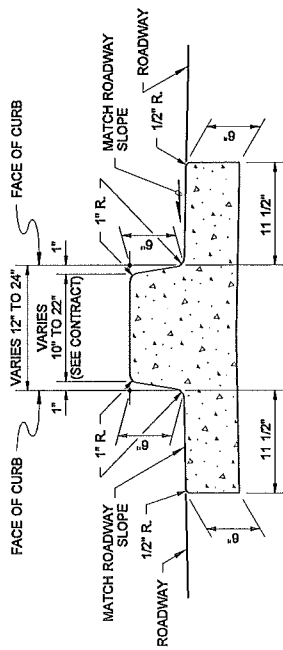
SHOULDER CLOSURE - LOW SPEED

(40 MPH OR LESS)

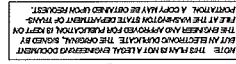
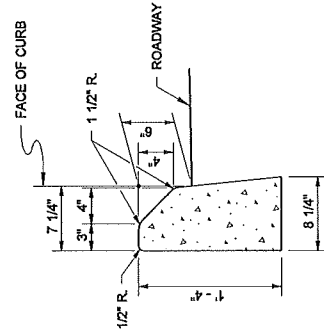
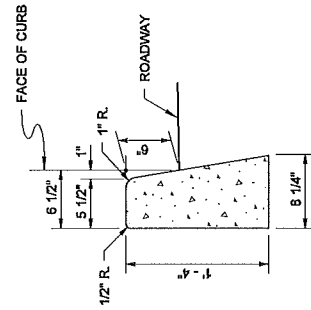
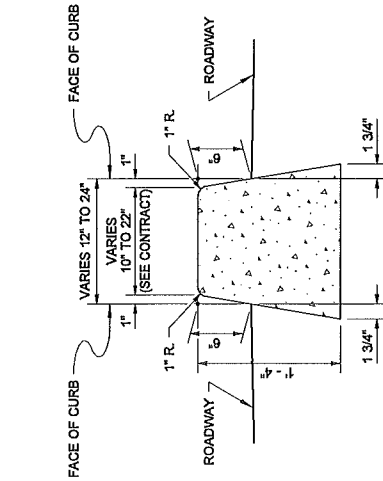
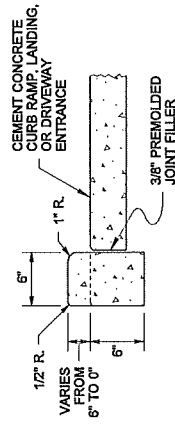
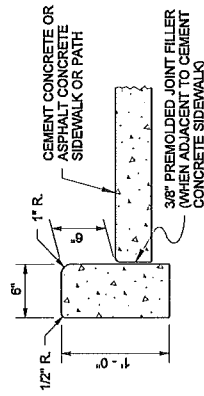
NOT TO SCALE

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APPENDIX D
WSDOT STANDARD PLANS
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DUAL-FACED CEMENT CONCRETE TRAFFIC CURB AND GUTTER



CEMENT CONCRETE CURBS
STANDARD PLAN F-10.12-02

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Pasco Bakotich III

STATE DESIGN ENGINEER

DATE

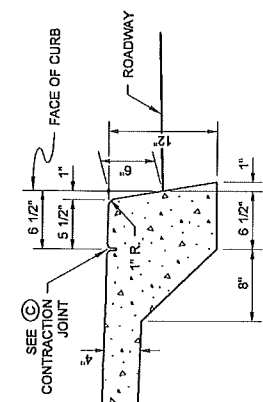
06-16-11

Washington State Department of Transportation

**MOUNTABLE CEMENT
CONCRETE TRAFFIC CURB**

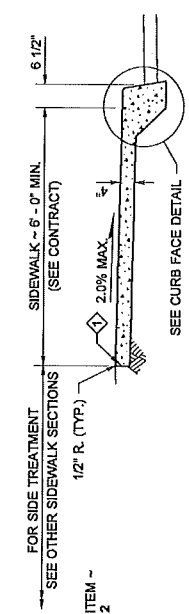
**CEMENT CONCRETE
TRAFFIC CURB**

**DUAL-FACED CEMENT
CONCRETE TRAFFIC CURB**



CURB FACE DETAIL

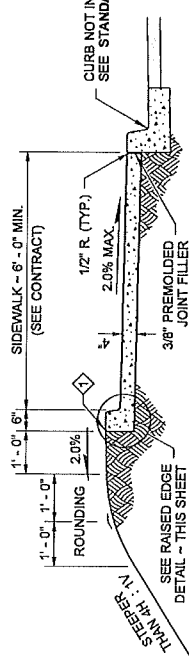
EXTEND SIDEWALK TRANSVERSE EXPANSION JOINTS TO INCLUDE CURB (FULL DEPTH)



MONOLITHIC CEMENT CONCRETE CURB AND SIDEWALK

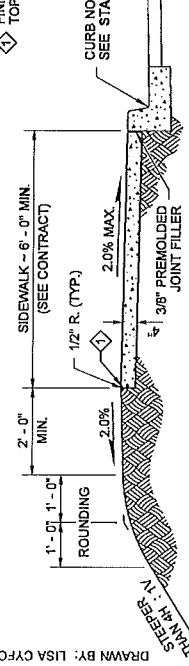
NOTE

- Four feet of the sidewalk width shall be the minimum pedestrian accessible route free of vertical and horizontal obstructions. Gratings, Access Covers, Junction Boxes, Cable Vaults, Pull Boxes and other appurtenances within the sidewalk must have slip resistant surfaces, be flush with surface, and match grade of the sidewalk.

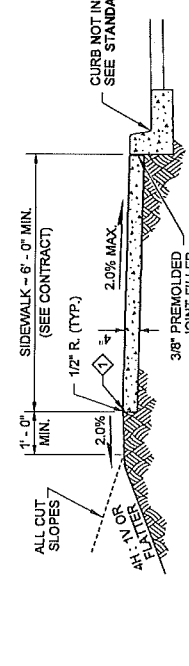


WITH RAISED EDGE

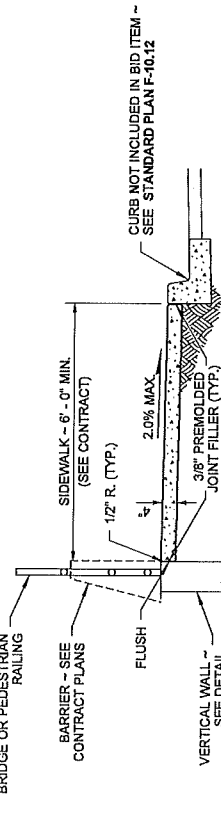
FINISHED GRADE 1" BELOW TOP OF CONCRETE SURFACE



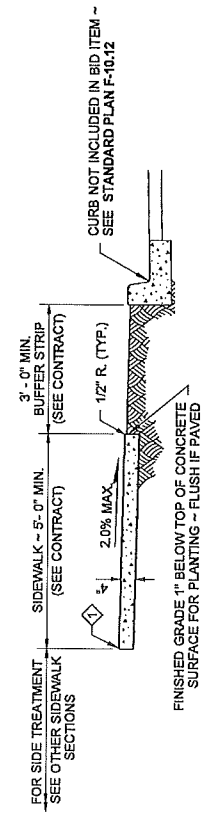
ADJACENT TO CURB (STEEP FILL SLOPES)



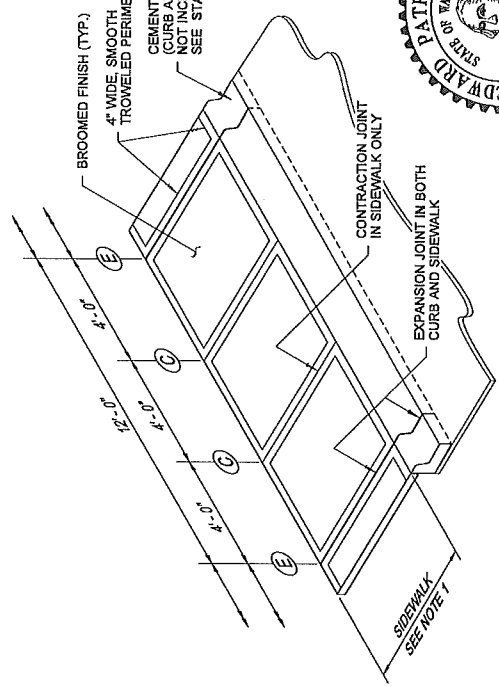
ADJACENT TO CURB



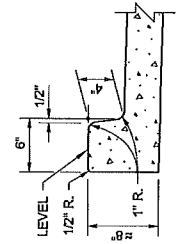
ADJACENT TO CURB AND RAILING OR WALL



ADJACENT TO BUFFER STRIP

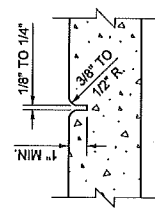


SIDEWALK ADJACENT TO WALL DETAIL

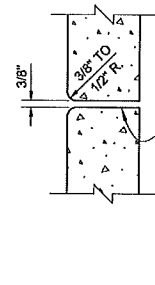


RAISED EDGE DETAIL

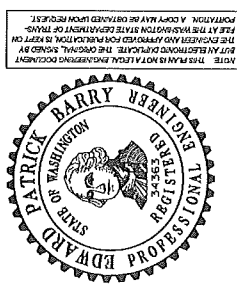
EXTEND SIDEWALK TRANSVERSE JOINTS TO INCLUDE RAISED EDGE



CONTRACTION JOINT



EXPANSION JOINT



CEMENT CONCRETE SIDEWALK

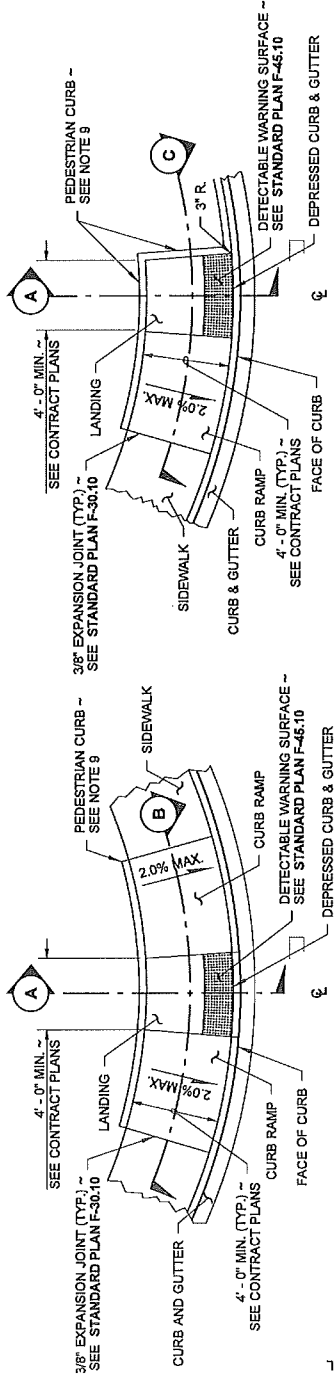
STANDARD PLAN F-30.10-02

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION
Pasco Bakotich III
 STATE DESIGN ENGINEER
 Washington State Department of Transportation
 DATE: 6/20/13

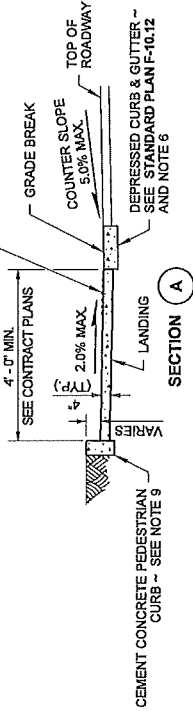
NOTES

1. Provide a separate Curb Ramp for each marked or unmarked crosswalk. Curb Ramp location shall be placed within the width of the associated crosswalk, or as shown in the Contract Plans.
2. Where "GRADE BREAK" is called out, the entire length of the grade break between the two adjacent surface planes shall be flush.
3. Do not place Gratings, Junction Boxes, Access Covers, or other appurtenances in front of the Curb Ramp or on any part of the Curb Ramp or Landing.
4. See Contract Plans for the curb design specified. See Standard Plan F-10.12 for Curb, Curb and Gutter, Depressed Curb and Gutter, and Pedestrian Curb details.
5. See Standard Plan F-30.10 for Cement Concrete Sidewalk Details. See Contract Plans for width and placement of sidewalk.
6. The Bid Item "Cement Concrete Curb Ramp Type ___" does not include the adjacent Curb, Curb and Gutter, Depressed Curb and Gutter, Pedestrian Curb, or Sidewalks.
7. The Curb Ramp maximum running slope shall not require the ramp length to exceed 15 feet to avoid chasing the slope indefinitely when connecting to steep grades. When applying the 15-foot max. length, the running slope of the curb ramp shall be as flat as feasible.
8. Curb Ramp, Landing, and Flares shall receive broom finish. See Standard Specifications 8-14.
9. Pedestrian Curb may be omitted if the ground surface at the back of the Curb Ramp and/or Landing will be at the same elevation as the Curb Ramp or Landing and there will be no material to retain.

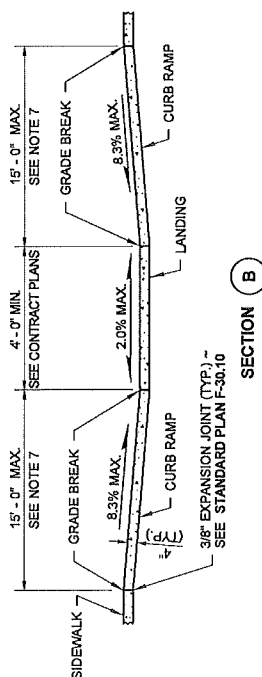


PLAN VIEW
TYPE PARALLEL B

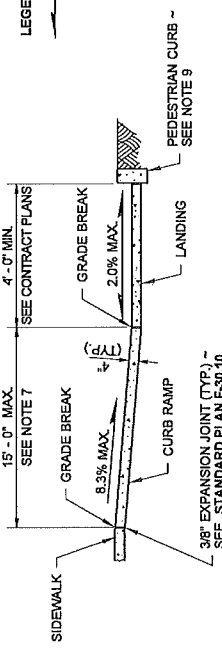
PLAN VIEW
TYPE PARALLEL A



SECTION A

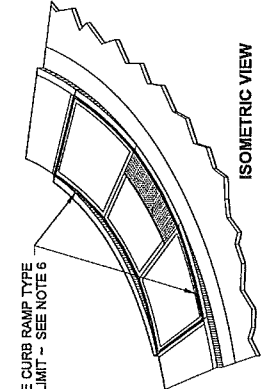


SECTION B

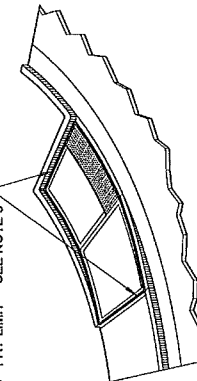


SECTION C

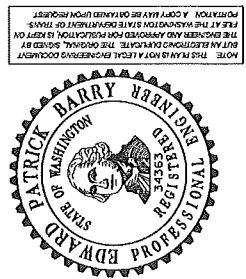
"CEMENT CONCRETE CURB RAMP TYPE PARALLEL B" PAY LIMIT - SEE NOTE 6



ISOMETRIC VIEW
TYPE PARALLEL A PAY LIMIT



ISOMETRIC VIEW
TYPE PARALLEL B PAY LIMIT



PARALLEL CURB RAMP

STANDARD PLAN F-40.12-02

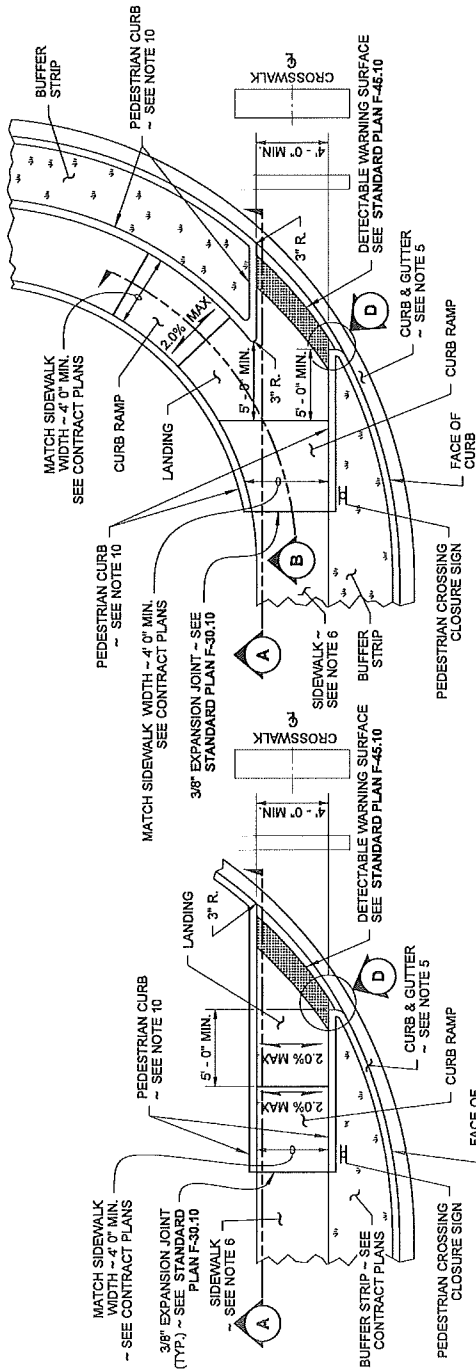
SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION **6/20/13**

Pasco Bakotich III
STATE DESIGN ENGINEER
Washington State Department of Transportation

NOTES

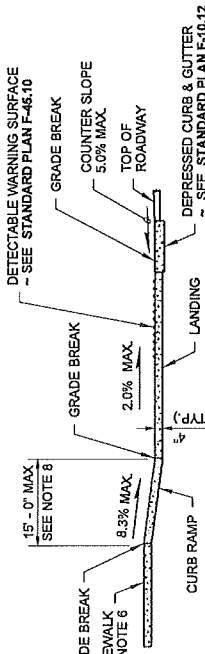
1. This plan is to be used where pedestrian crossing in one direction is not permitted.
2. Curb ramp location shall be placed within the width of the associated crosswalk, or as shown in the Contract Plans.
3. Where "GRADE BREAK" is called out, the entire length of the grade break between the two adjacent surface planes shall be flush.
4. Do not place gratings, junction boxes, access covers or other appurtenances in front of the curb ramp or on any part of the curb ramp or landing.
5. See the Contract Documents for the curb design specified. See Standard Plan F-10.12 for Curb, Curb and Gutter, Depressed Curb and Gutter and Pedestrian Curb details.
6. See Standard Plan F-30.10 for Cement Concrete Sidewalk Details.
7. The bid item "Cement Concrete Curb Ramp Type " does not include the adjacent Curb or (Curb and Gutter), Depressed Curb and Gutter, Pedestrian Curb or Sidewalk, or the pedestrian crossing closure sign.
8. The curb ramp maximum running slope shall not require the ramp length to exceed 15 feet to avoid chasing the slope indefinitely when connecting to steep grades. When applying the 15 foot maximum length, the running slope of the curb ramp shall be as flat as feasible.
9. Curb ramps and landings shall receive broom finish. See Standard Specifications 8-14.
10. Pedestrian Curb may be omitted if the ground surface at the back of the Curb Ramp and/or landing will be at the same elevation as the Curb Ramp or Landing and there will be no material to retain.



PLAN VIEW
TYPE SINGLE DIRECTION A

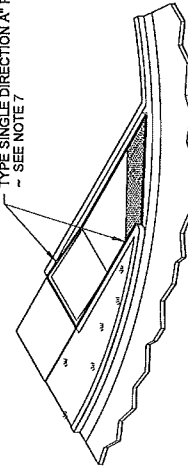
PLAN VIEW
TYPE SINGLE DIRECTION B

DRAWN BY: FERN LIDDELL

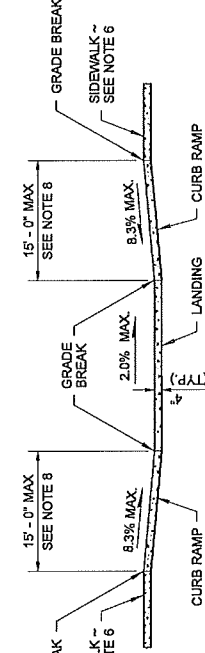


SECTION A

"CEMENT CONCRETE CURB RAMP TYPE SINGLE DIRECTION A" PAY LIMIT
~ SEE NOTE 7

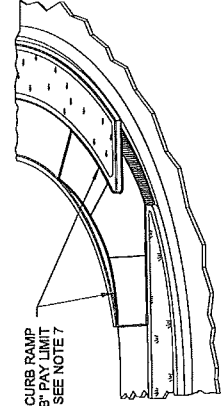


ISOMETRIC VIEW
TYPE SINGLE DIRECTION A
PAY LIMIT



SECTION B

"CEMENT CONCRETE CURB RAMP TYPE SINGLE DIRECTION B" PAY LIMIT
~ SEE NOTE 7



ISOMETRIC VIEW
TYPE SINGLE DIRECTION B
PAY LIMIT

LEGEND
SLOPE IN EITHER DIRECTION



SINGLE DIRECTION CURB RAMP

STANDARD PLAN F-40.16-02

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION


Pasco Bakotich III
STATE DESIGN ENGINEER
Washington State Department of Transportation

DATE
6/20/13

1. Install the ends of the silt fence to point slightly upslope to prevent sediment from flowing around the ends of the fence.
2. Perform maintenance in accordance with **Standard Specifications 8-01.3(9)A and 8-01.3(15)**.
3. Splices shall never be placed in low spots or sump locations. If splices are located in low or sump areas, the fence may need to be reinstalled unless the Project Engineer approves the installation.
4. Install silt fencing parallel to mapped contour lines.



STATE OF
WASHINGTON
REGISTERED
LANDSCAPE ARCHITECT



SANDRA L. SALISBURY
CERTIFICATE NO. 000860

NOTE: THIS PLAN IS NOT A LEGAL ENGINEERING DOCUMENT BUT AN ELECTRONIC BLUE PRINT. THE ORIGINAL, SIGNED BY THE ENGINEER AND ARCHITECT, MUST BE SUBMITTED WITH THE PERMIT APPLICATION. A COPY MAY BE OBTAINED UPON REQUEST BY THE PERMITTEE.

**SILT FENCE
WITH BACKUP SUPPORT
STANDARD PLAN I-30.10-02**

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Daseo Bakofich III 3/22/42

STATE DESIGN ENGINEER

DATE

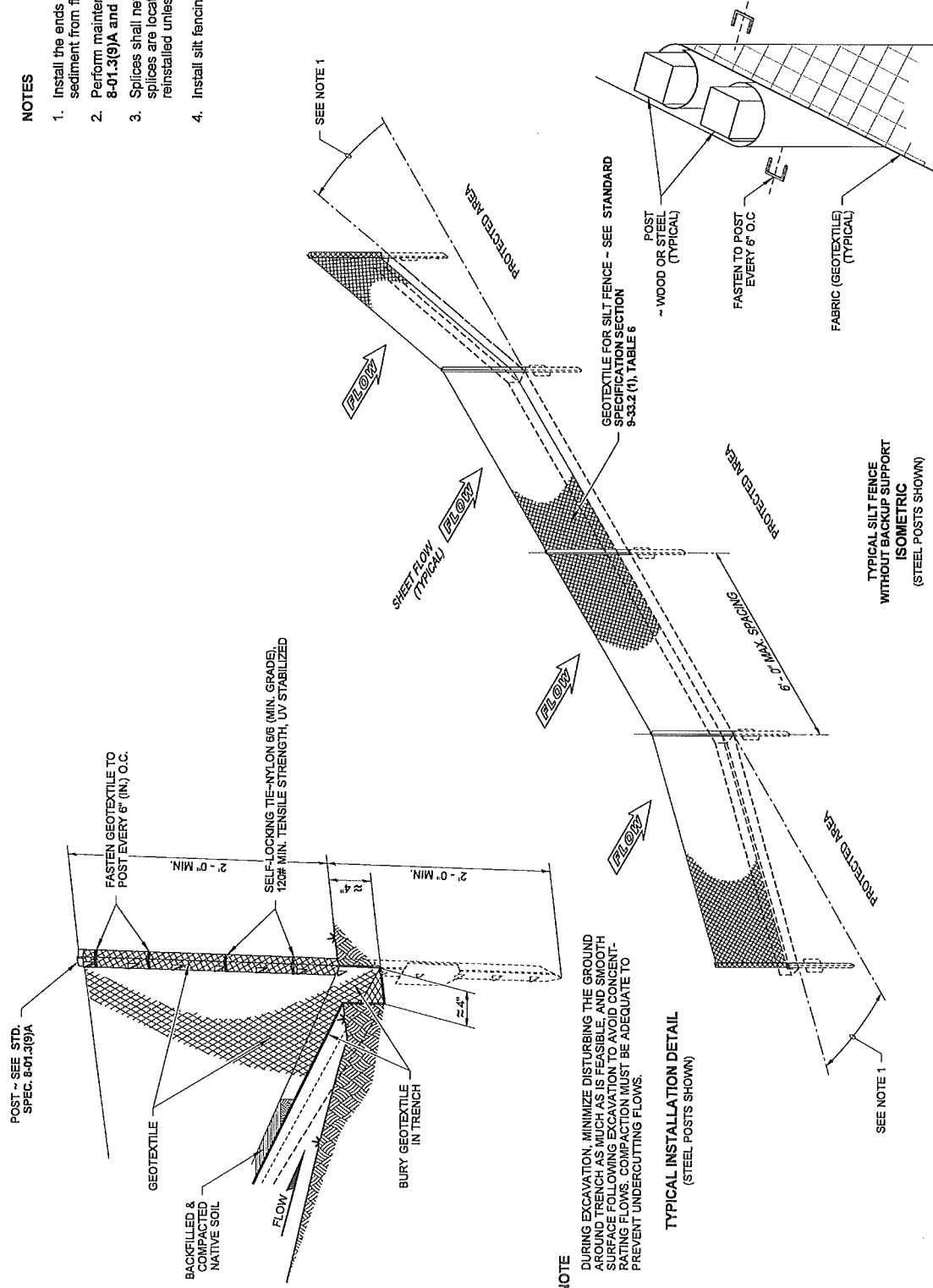
SPLICE DETAIL
STEEL POSTS SHOWN)

SPliced fence sections shall be close enough together to prevent silt laden water from escaping through the fence at the overlap.

DRAWN BY: BILL BERENS

NOTES

1. Install the ends of the silt fence to point slightly upslope to prevent sediment from flowing around the ends of the fence.
2. Perform maintenance in accordance with **Standard Specifications 8-01.3(9)A and 8-01.3(15)**.
3. Splices shall never be placed in low spots or sump locations. If splices are located in low or sump areas, the fence may need to be reinstalled unless the Project Engineer approves the installation.
4. Install silt fencing parallel to mapped contour lines.



NOTE

DURING EXCAVATION, MINIMIZE DISTURBING THE GROUND AROUND TRENCH AS MUCH AS IS FEASIBLE AND SMOOTH SURFACE FOLLOWING EXCAVATION TO AVOID CONCENTRATING FLOWS. COMPACTION MUST BE ADEQUATE TO PREVENT UNDERCUTTING FLOWS.

TYPICAL INSTALLATION DETAIL (STEEL POSTS SHOWN)

TYPICAL SILT FENCE ISOMETRIC (STEEL POSTS SHOWN)

SPLICED FENCE SECTIONS SHALL BE CLOSE ENOUGH TOGETHER TO PREVENT SILT LADEN WATER FROM ESCAPING THROUGH THE FENCE AT THE OVERLAP.

SPLICE DETAIL (WOOD POSTS SHOWN)



STATE OF
WASHINGTON
REGISTERED
LANDSCAPE ARCHITECT

SANDRA L. SALISBURY
CERTIFICATE NO. 000860

NOTE: THIS PLAN IS NOT A LEGAL ENGINEERING DOCUMENT. THE ORIGINAL, SIGNED BY THE ENGINEER AND LANDSCAPE ARCHITECT, SHALL BE KEPT ON FILE IN THE OFFICE OF THE ENGINEER AND LANDSCAPE ARCHITECT. A COPY MAY BE OBTAINED UPON REQUEST.

SILT FENCE

STANDARD PLAN I-30.15-02

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

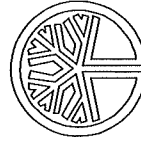
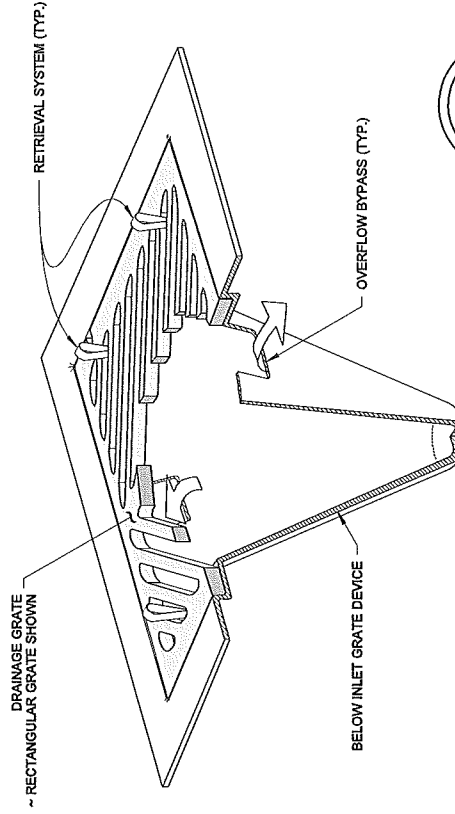
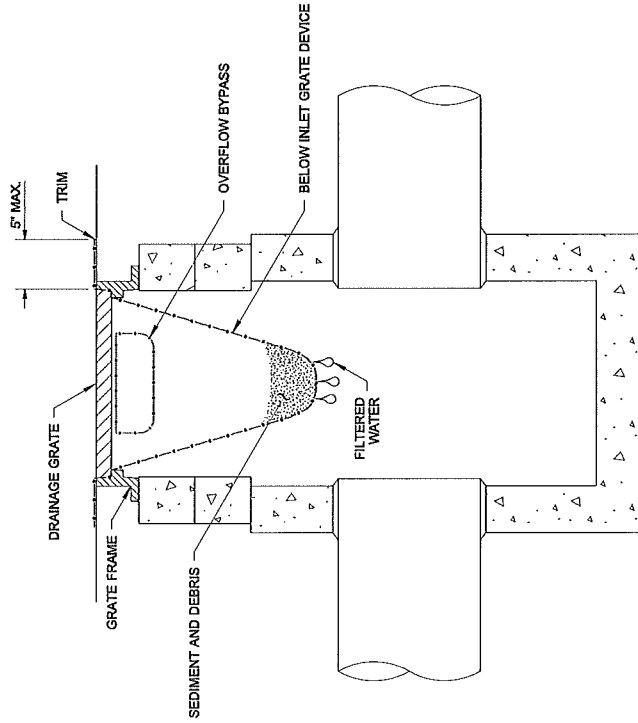
Pasco Bakotich III 3/22/13 DATE

STATE DESIGN ENGINEER

Washington State Department of Transportation

NOTES

1. Size the Below Inlet Grate Device (BIGD) for the storm water structure it will service.
2. The BIGD shall have a built-in high-flow relief system (overflow bypass).
3. The retrieval system must allow removal of the BIGD without spilling the collected material.
4. Perform maintenance in accordance with Standard Specification 8-01.3(15).

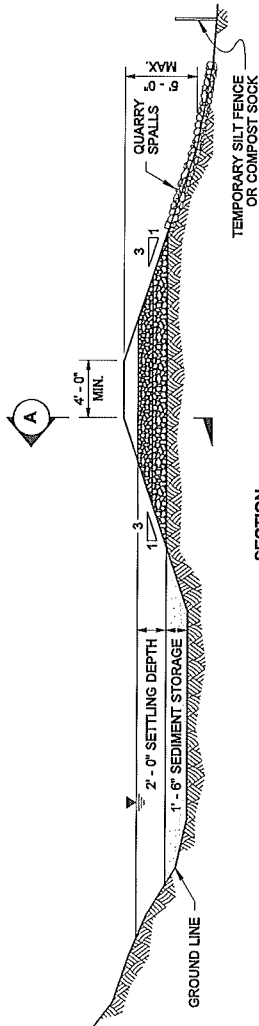


STATE OF
WASHINGTON
PROFESSIONAL
ENGINEER
LANDSCAPE ARCHITECT
MARK W. MAURER
CERTIFICATE NO. 000598

NOTE: THE PLAN IS NOT A LEGAL INSTRUMENT. LOCAL AGENCIES ARE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE PLAN IS NOT A LEGAL INSTRUMENT. LOCAL AGENCIES ARE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. THE PLAN IS NOT A LEGAL INSTRUMENT. LOCAL AGENCIES ARE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT.

STORM DRAIN INLET PROTECTION STANDARD PLAN I-40.20-00

SHEET 1 OF 1 SHEET
APPROVED FOR PUBLICATION
Pasco Bakotich III
STATE DESIGN ENGINEER
DATE 09-20-07
Washington State Department of Transportation



SECTION

OUTFLOW CHANNEL IS
CONSTRUCTED BY EXCAVATION

1' - 0" DEPTH OVERFLOW

6' - 0" MIN.

NOTE
PLACE GEOTEXTILE UNDER THE SPILLWAY AND SIDE SLOPES. PROVIDE A
CONTINUOUS LAYER BETWEEN THE GRAVEL/ROCK AND THE NATIVE EARTHEN MATERIAL

COMPACTED NATIVE MATERIAL
CONSTRUCTED BY EXCAVATION
OR EMBANKMENT

1' - 0" DEPTH
OF 2' - 4" ROCK

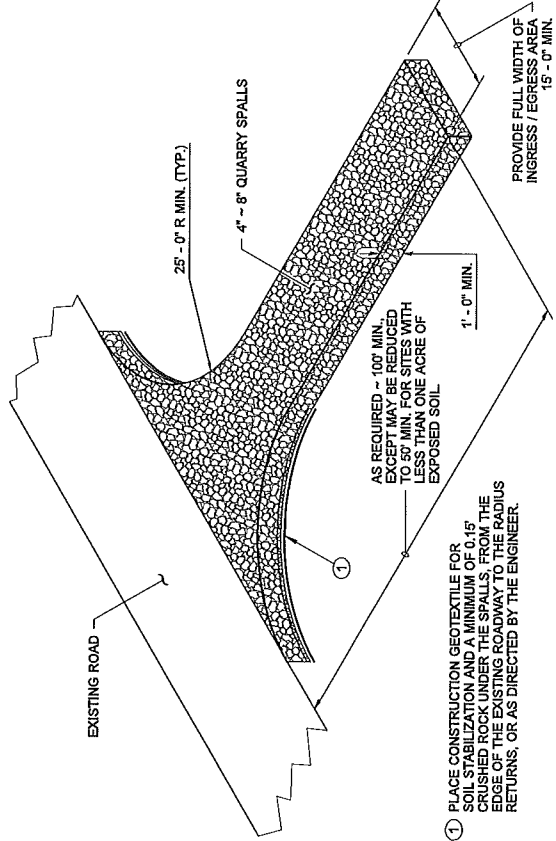
PROVIDE GEOTEXTILE
~ SEE STD. SPEC. SECTION 9-33

SEDIMENT TRAP BOTTOM

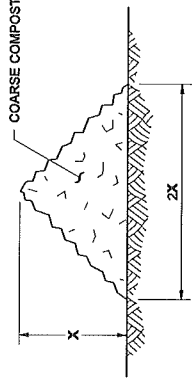
1' - 0" DEPTH OF 3/4" - 1 1/2"
WASHED GRAVEL BACKFILL

SECTION A

TEMPORARY SEDIMENT TRAP



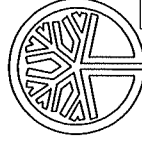
ISOMETRIC VIEW
STABILIZED CONSTRUCTION ENTRANCE



X = 1' - 0" FOR SLOPES 4H:1V OR FLATTER
X = 1' - 6" FOR SLOPES STEEPER THAN 4H:1V

TYPICAL SECTION

COMPOST BERM DETAIL



STATE OF
WASHINGTON
REGISTERED
LANDSCAPE ARCHITECT

MARK W. MAURER
CERTIFICATE NO. 000598

NOTE: THIS PLAN IS NOT A LEGAL INSTRUMENT. IT IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS PREPARED. THE ORIGINAL, SIGNED BY THE ENGINEER AND ARCHITECT, IS TO BE KEPT ON FILE AT THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, 1000 4TH AVENUE, SEATTLE, WA 98101.

MISCELLANEOUS
EROSION CONTROL DETAILS
STANDARD PLAN I-80.10-01
SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

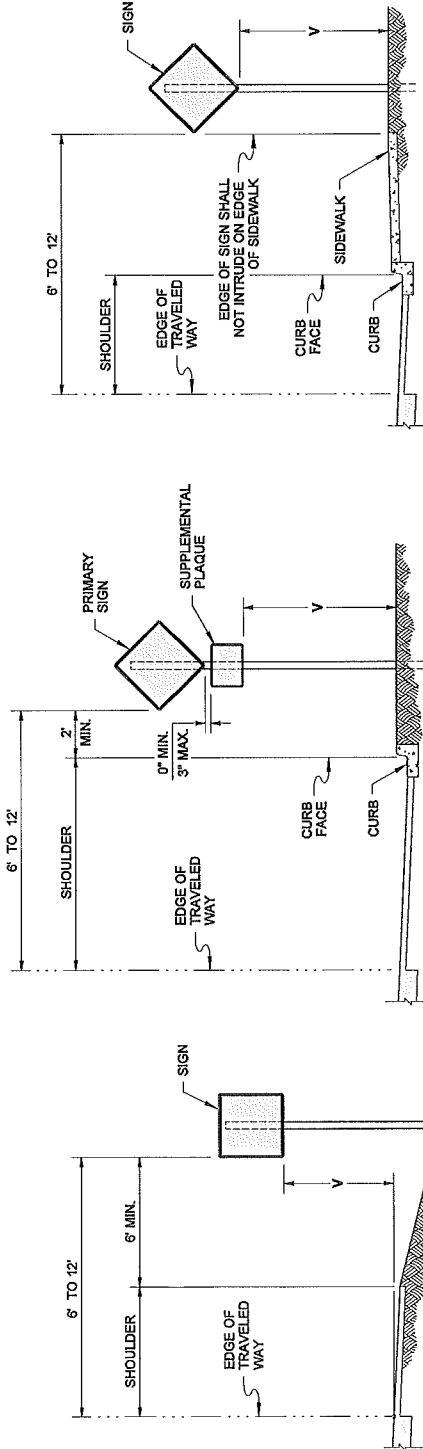
Pasco Bakofich III 08-11-09 DATE

STATE DESIGN ENGINEER

Washington State Department of Transportation

NOTES

1. For sign installation details, see Std. Plan G - series.
2. In rural areas, the "V" Height can be a minimum of 7 feet for primary signs and 6 feet for the supplemental plaques for greater visibility, as directed by the engineer.
3. The "V" height for signs, with an area of more than 50 square feet and two or more sign supports, is 7 feet in both rural and urban areas.

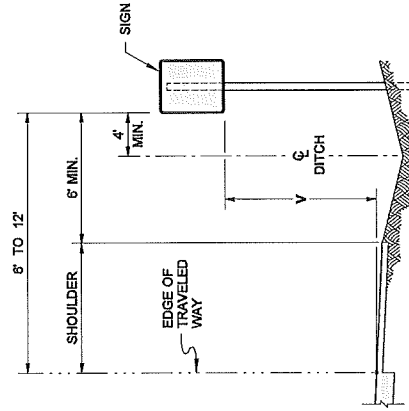


SIGN INSTALLATION
(SIDEWALK AND CURB SECTION)

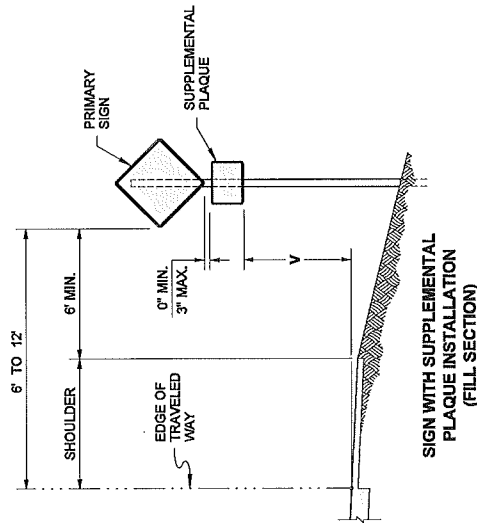
SIGN INSTALLATION
(CURB SECTION)

SIGN INSTALLATION
(FILL SECTION)

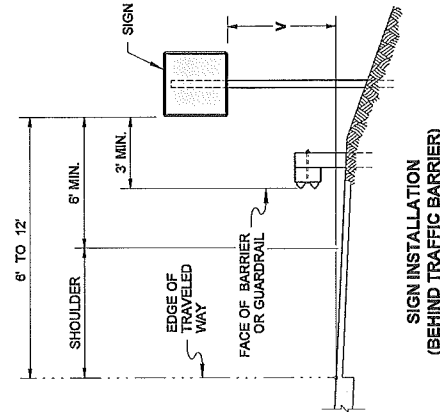
HEIGHT V	
TO BOTTOM OF SIGN (NO SUPPLEMENTAL PLAQUE)	TO BOTTOM OF SUPPLEMENTAL PLAQUE (WHEN REQUIRED)
RURAL	5' MINIMUM
URBAN	7' MINIMUM



SIGN INSTALLATION
(DITCH SECTION)



SIGN WITH SUPPLEMENTAL
PLAQUE INSTALLATION
(FILL SECTION)



SIGN INSTALLATION
(BEHIND TRAFFIC BARRIER)



EXPIRES AUGUST 9, 2007

**CLASS A
CONSTRUCTION SIGNING
INSTALLATION
STANDARD PLAN K-80.10-00**

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION
Ken L. Smith
STATE DESIGN ENGINEER
DATE **02-21-07**
Washington State Department of Transportation



1. See the Contract Plans for locations of crosswalk centerlines.
2. To the maximum extent possible, curb ramp centerline should be perpendicular to the crosswalk centerline.
3. To the maximum extent possible, crosswalks should be perpendicular to the centerline of the traveled way.



STANDARD PLAN M-15.10-01

APPROVED FOR PUBLICATION

STATE DESIGN ENGINEER DATE



TYPICAL APPLICATIONS

APPENDIX E
AGC AGREEMENT
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**AGC – WSDOT
EQUIPMENT RENTAL AGREEMENT**

Effective Date: May 1, 2007 Until Further Notice

It is mutually agreed by the parties to this agreement that rental rates to be paid Contractors for equipment used on force account will be established in accordance with Section 1-09.6 of the Standard Specifications and this agreement. The following rules have been agreed to:

1. **General**

The Rental Rate Blue Book published by Primedia Information, Inc., as clarified or modified by this agreement, will be used to establish rental rates for equipment approved for use on force account work. Rate modifications, indicated on Regional Adjustment Maps in the Blue Book and as applied automatically by the Blue Book CD (Washington State Version), shall be used for all equipment covered under this agreement. Updates to the Rental Rate Book, in compact disk format, are published on a schedule determined by Primedia Information, Inc. Each update will become applicable to force accounts fourteen days after the date on which Primedia Information, Inc. declares the update to be effective. Equipment used under the terms of this agreement will be at the rates in effect for each section of the Blue Book at the time of use except that calculations made prior to the applicable date, using the previous rates, will not be changed.

2. **Rental Rate**

The hourly rental rate for equipment utilized on force account shall be a combination of the following items:

- a. The Blue Book monthly rate multiplied by the Rate Adjustment factors for age and geographic location divided by 176.
- b. Attachments will be included in the rental rate when the Engineer deems them necessary to accomplish the force account work. An approved attachment that is continuously attached and used intermittently during the work will be paid for the same duration as the host equipment. When multiple attachments are approved for use, and the attachments are being used interchangeably on the force account operation, only the one attachment having the higher rate will be paid.
- c. The hourly operating cost for each hour that the equipment is in use. "In use" shall mean that the presence of the equipment is necessary for the operation and that the equipment is present and is not being used for other activities while the force account work is underway. Under the circumstances, the equipment shall be paid at its hourly rate plus the hourly operating cost.

3. **Standby Time**

Standby time shall be defined as the time during which equipment is idled and cannot be assigned to other work on the project. Only that equipment which has been utilized for work on the force account and is expected to be utilized again on the same force account will be eligible for standby compensation. The Contractor is expected to utilize idled equipment on other work if reasonably possible. Standby time will only be paid if the Engineer has had an opportunity to evaluate the cost of standby versus the cost of mobilizing and demobilizing and has ordered standby.

When ordered by the Engineer, standby time shall be paid at one-half of the rate established in accordance with this agreement. The operating cost shall not be included in the calculation for establishing the standby rate. Standby time will not be compensated beyond that amount which will bring the resulting total of operated time and standby time to 8 hours in any one day or 40 hours in any one week.

4. **Rental Equipment**

If Contactor-owned equipment is not reasonably available, the Engineer may approve the use of operated or non-operated rental equipment. Operated equipment shall be considered a "service" and shall be compensated according to section 4 of the force account specification. Non-operated equipment shall be compensated according to the provisions for rented equipment in section 3 of the force account specifications. If the invoice costs of non-operated equipment do not specifically say the fuel is included, the Rental Rate Blue Book Hourly Operating Cost shall be added for each hour the equipment operates.

When invoiced equipment is used on both force account and non-force account work, payment for the equipment will be a prorated share of the invoice cost. The time period covered by the invoice shall reflect the normal practice of the renting agency, except that the time period shall not exceed one month. When calculating the prorated share, the amounts of standby time for both types of work will be considered according to the formula:

$$\text{Share of Invoice to be charged to Force Account} = \frac{\text{FC}}{\text{FC} + \text{NFC}}$$

Where:

FC = \$ Force account including standby time.

NFC = \$ Non-force account including standby time.

5. **Mobilization**

Force account mobilization of equipment is defined as the preparatory work performed by the Contractor including procurement, loading and transportation of equipment that is intended for use in a force account. A pro-rata adjustment will be made when the equipment is eventually used for regular contract work in addition to the force account work. Mobilization also included the costs incurred during demobilization. The costs will be included in the appropriate sections (Labor, Equipment, Services, etc) depending on the nature of the cost. If the equipment being mobilized is hauled, payment will cover the hauling vehicle (operated cost). In the event that equipment is transferred under its own power, the payment will cover the operated cost of the equipment plus operator costs. Move-out, or demobilization costs will provide for the return of the equipment to the location from which it was obtained. In the event that the move-out is to a different location, payment will not exceed the amount of the move-in.

If approved by the Engineer, payment will be allowed for moving equipment from work site to work site within the project after the equipment is on the job.

Charges for mechanic's time utilized in servicing equipment to ready it for use prior to moving to the project and similar charges will not be allowed.

6. **Blue Book Omissions**

In the event a rate has not been established for a particular piece of equipment in the Rental Rate Blue Book, a rate will be established, utilizing one or more of the following methods:

- a. Use a rate for the most similar model found in the applicable Blue Book. Such characteristics as manufacturer, capacity, horsepower, and fuel type will be used as the basis for selecting a similar model.
- b. Contact Primedia Information, Inc, (through the WSDOT OSC Construction Office) for the rate not included in the Book.
- c. Utilize a rate agreed upon by the parties.
- d. For equipment that is older than 20 years the oldest adjustment rate available in the book shall be used.

7. **Breakdown**

The Contractor shall provide reasonable maintenance efforts for equipment utilized in force account. When a breakdown occurs for any piece of equipment being used on force account work, the Contractor shall divert idled equipment. Payment shall cease for the equipment that is broken down. Payment shall also cease for any other equipment that is idled as a result of the breakdown (there will be no standby payment.) Payment for any labor that is idled as a result of the breakdown will be made in accordance with provisions of section 1 of the force account specifications, particularly as related to contractual obligations and normal practices of the Contractor.

8. **Shutdown**

If the Engineer orders a shutdown of any or all of the force account, the equipment idled as a result of the shutdown shall be diverted to other work. When diversion of equipment is not practical, standby time may be paid during non-operating hours as provided in Item 3 of this agreement.

The Engineer reserves the right to cease standby payment for equipment that is idled as a result of a shutdown when the shutdown is anticipated to be for an extended period of time. No further payment shall be allowed after the date the Engineer makes this determination except as provided in Item 5 of this agreement, "Mobilization."

Standby time shall not be paid when shutdown is the result of the fault or negligence of the Contractor.

9. **Small Tools**

Any contractor-owned equipment listed in the Blue Book with a monthly rate of less than \$100 and any other equipment with a purchase price of less than \$500 shall be considered Small Tools and shall be paid by negotiation rather than using an hourly rate (except for rentals.) Any such small tool that is rented shall be paid according to the rental provisions in the Equipment section of this agreement. All other Small Tools shall be paid by agreement of the parties. After the force account work has been completed, (or more often, by agreement of the parties,) the Contractor shall promptly supply a list of small tools and equipment that have been utilized in the work. The list shall be supported by invoices or, in the event the item came from stock, by a Contractor affidavit of purchase cost. The negotiation of the Small Tools payment may include discussions of shared use with other work and of residual value, if appropriate. Once agreed upon, the small tools amount will be added to the payment amount in the Equipment section (Section 3 of the force account specification.)

10. **Aeration Equipment**

The rental rate for plows and discs shall be as listed below:

Plows and discs meeting the requirements of Section 2-03.3(15) of the Standard Specifications shall be paid at the rate of \$9.60 per hour.

Add \$0.70 per hour per foot of width for additional width of disc more than 10 ft.

Motive power for discs and plows shall be capable of pulling discs and plows at the speeds specified in Section 2-03.3(15) of the Standard Specifications. Payment for motive power shall be 100 percent of the rates in this agreement except that equipment having motive power in excess of 340 horsepower shall be paid at 100 percent of the highest equipment rate for a comparable unit of the same manufacturer having less than 340 horsepower.

Payment for all other equipment approved for Aeration shall be at the rates established in accordance with this agreement when used for aeration work.

10. **Concurrence, Review Time**

This agreement is issued after conference among representatives of the Associated General Contractors of Washington and the Washington State Department of Transportation and has the approval of both. Either party may request a review after a one-year period.

Associated General Contractors of Washington

**Washington State Department of
Transportation**



Van Collins
Southern District Manager



Linea Laird
State Construction Engineer

APPENDIX F
NPDES PERMIT
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Instructions for Transfer of Coverage

Construction Stormwater General Permit

Instructions

This form is used to process two types of permit transfers: 1) Complete Transfer, or 2) Partial Transfer. Determine which type of transfer applies to your situation before filling out this form.

1. Complete Transfer: The original permittee has sold, or otherwise released control of, the entire site to another party.

Required Paperwork for Complete Transfer:

- Either the current permittee, or the new permittee(s), must submit a complete and accurate Transfer of Coverage form for each new party to Ecology. The form must be signed by the current permittee and the new permittee.

2. Partial Transfer: The original permittee retains control over some portion of the site after selling or releasing control over a portion of the site.

Required Paperwork for Partial Transfer

- Either the current permittee or the new permittee(s) must submit a complete and accurate Transfer of Coverage Form for each new operator to Ecology. The form must be signed by the current permittee and the new permittee.
- For partial transfers, once all transfers are submitted, the original permittee should submit the Notice of Termination only if the portion(s) they still own or control have undergone final stabilization and meet the criteria for termination.

For Your Information

- When this form is 1) completed, 2) signed by the current and new permittee, and 3) submitted to Ecology, permit transfers are effective on the date specified at the top page 1 (unless Ecology notifies the current permittee and new permittee of its intention to revoke coverage under the General Permit or if Ecology sends notice that the application is incomplete).
- The new permittee should keep a copy of the signed Transfer of Coverage form (which serves as proof of permit coverage) until Ecology sends documentation in the mail.
- Following the transfer, the new permittee must either: (1) use the Stormwater Pollution Prevention Plan (SWPPP) developed by the original operator, and modified as necessary, or (2) develop and use a new SWPPP which meets the requirements of the Construction Stormwater General Permit.
- For projects for which the original permittee has completed a Proposed New Discharge to an Impaired Water Body Form (ECY070-399) or for projects that are operating on sites with soil or groundwater contamination: By completing the Transfer of Coverage form, the new permittee will adopt any special provisions made to protect water quality for sites that have existing contamination or that discharge to an impaired water body.

To ask about the availability of this document in a version for the visually impaired, call the Water Quality Program at 360-407-6600. Persons with hearing loss, call 711 for Washington Relay Service. Persons with a speech disability, call 877-833-6341.

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Transfer of Coverage

Construction Stormwater General Permit

This form transfers permit coverage for all, or a portion Permit # WAR-_____ of a site to one or more new operators.

Type of permit transfer (check one): ☐ Partial transfer ☐ Complete transfer

Specific date that permit responsibility, coverage, and liability, is transferred to new operator: _____

Please see instructions for details on type of transfer.

Current Operator/Permittee Information

For partial transfers:

- List total size of project/site remaining under your operational control following transfer: _____ acres.
- List total area of soil disturbance remaining under your operational control following transfer: _____ acres.
- Submitting this form meets the requirement to submit an updated NOI (General Permit Condition G9)

Current Operator/Permittee Name:		Company:		
Business Phone:	Ext:	Mailing Address:		
Cell Phone:	Fax (optional):			
Email:		City:	State:	Zip+4:
Signature:		Title:		
		Date:		

New Operator/Permittee Information

I. New Operator/Permittee (Party with operational control over plans and specifications or day-to-day operational control of activities which ensure compliance with Stormwater Pollution Prevention Plan (SWPPP) and permit conditions. Ecology will send correspondence and permit fee invoices to the permittee on record.)

Name:		Company:	
Business Phone:	Ext:	Unified Business Identifier (UBI): (UBI is a nine-digit number used to identify a business entity. Write "none" if you do not have a UBI number.)	
Cell Phone (Optional):	Fax (Optional):	E-mail:	
Mailing Address:		City:	State: Zip + 4:

II. Property Owner (The party listed on the County Assessor's records as owner and taxpayer of the parcel[s] for which permit coverage is requested. Ecology will not send correspondence and permit fee invoices to the Property Owner. The Property Owner information will be used for emergency contact purposes.)

Name:		Company:	
Business Phone:	Ext:	Unified Business Identifier (UBI): (UBI is a nine-digit number used to identify a business entity. Write "none" if you do not have a UBI number.)	
Cell Phone (Optional):	Fax (Optional):	E-mail:	

Mailing Address:	City:	State:	Zip + 4:
------------------	-------	--------	----------

III. On-Site Contact Person(s) (Typically the Certified Erosion and Sediment Control Lead or Operator/Permittee)

Name:		Company:		
Business Phone:	Ext:	Mailing Address:		
Cell Phone:	Fax(Optional):	City:	State:	Zip+4:
Email:				

IV. Site/Project Information

Site or Project Name		Site Acreage Total size of your site/project (that <u>you</u> own/control): _____ acres. (Note: 1 acre = 43,560 ft ² .)
Street Address or Location Description (If the site lacks a street address, list its specific location. For example, Intersection of Highway 61 and 34.) _____		Total area of soil disturbance (grading and/or excavating) for <u>your</u> site/project over the life of the project: _____ acres.
Parcel ID#: _____ (Optional)		<u>Concrete / Engineered Soils</u> How many yards of concrete will be poured? _____ yd ³ (estimate)
Type of Construction Activity (check all that apply): <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Highway or Road (city ,county, state) <input type="checkbox"/> Utilities (specify): _____ <input type="checkbox"/> Other (specify): _____		How many yards of recycled concrete will be used? _____ yd ³ (estimate)
City (or nearest city): _____ Zip Code: _____		Will any engineered soils be used? (For example: cement treated base, cement kiln dust, etc.) <input type="checkbox"/> Yes <input type="checkbox"/> No
County: _____		Estimated project start-up date (mm/dd/yy): _____
		Estimated project completion date (mm/dd/yy): _____

Record the latitude and longitude of the *main entrance* to the site or the approximate center of site.

Latitude: _____ °N Longitude: _____ °W

For assistance with latitude and longitude, refer to any of the following websites: www.getlatlon.com or <http://www.worldatlas.com/aatlas/imageg.htm>. Please convert all latitude and longitude coordinates into decimal degrees format. For help with this process, go to: <http://www.fcc.gov/mb/audio/bickel/DDDMMSS-decimal.html>.

V. Existing Site Conditions

1. Are you aware of contaminated soils present on the site? ☐ Yes ☐ No
2. Are you aware of groundwater contamination located within the site boundary? ☐ Yes ☐ No
3. If you answered yes to questions 1 or 2, will any contaminated soils be disturbed or will any contaminated groundwater be discharged due to the proposed construction activity? ☐ Yes ☐ No

["Contaminated" and "contamination" here mean containing any hazardous substance (as defined in WAC 173-340-200) that does not occur naturally or occurs at greater than natural background levels.]

If you answered yes to Question 3, please explain below or on a separate paper in detail the locations, contaminants, and concentrations, and pollution prevention and/or treatment BMPs proposed to control the discharge of soil/groundwater contaminants. Ecology may request a copy of your SWPPP.

VI. WQWebDMR (Electronic Discharge Monitoring Reporting)

You must submit monthly discharge monitoring reports using Ecology's WQWebDMR system. To sign up for WQWebDMR, or to register a new site, go to www.ecy.wa.gov/stormwater, and click on the "Construction Stormwater" link. You will find information on WQWebDMR under the "WQWebDMR and PARIS" link on the right-hand side. If you are unable to submit your DMRs electronically, you may contact Ecology to request a waiver. Ecology will generally only grant waiver requests to those permittees without internet access. Only a permittee or representative, designated in writing, may request access to or a waiver from WQWebDMR. To have the ability to use the system immediately, **you must submit the Electronic Signature Agreement with your transfer of coverage form.** If you have questions on this process, contact Ecology's WQWebDMR staff at WebDMR-Stormwater@ecy.wa.gov or 360-407-7097.

VII. Discharge/Receiving Water Information

Indicate whether your site's stormwater and/or dewatering water could enter surface waters, directly and/or indirectly:

- ☐ Water will discharge directly or indirectly (through a storm drain system or roadside ditch) into one or more surface water bodies (wetlands, creeks, lakes, and all other surface waters and water courses).

If your discharge is to a storm sewer system, provide the name of the operator of the storm sewer system:

(e.g., City of Tacoma): _____

(NOTE: If your stormwater discharges to a storm sewer system operated by the City of Seattle, King County, Snohomish County, City of Tacoma, Pierce County, or Clark County, you must **also** submit a copy of this NOI to the appropriate jurisdiction.)

- ☐ Water will discharge to ground with 100% infiltration, with no potential to reach surface waters under any conditions.

If your project includes dewatering, you must include dewatering plans and discharge locations in your site Stormwater Pollution Prevention Plan.

Location of Discharge into Surface Water Body

Enter the outfall identifier code, water body name, and latitude/longitude of the point(s) where the site has the potential to discharge into a water body (enter all locations).

- Include the names and locations of both direct and indirect discharges to surface water bodies, even if the risk of discharge is low or limited to periods of extreme weather.
- Give each point a unique 3-digit alpha numeric code. This code will be used for identifying these points in WQWebDMR
- Some large construction projects (for example, subdivisions, roads, or pipelines) may discharge into several water bodies.
- If the creek or tributary is unnamed, use a format such as "unnamed tributary to Deschutes River."

Attach a separate list if necessary.

Outfall Identifier Code	Surface Water Body Name	Latitude Decimal Degrees	Longitude Decimal Degrees

				° N	° W
				° N	° W
				° N	° W

If your site discharges to a water body that is on the impaired water bodies list (i.e., 303[d] list) for turbidity, fine sediment, high pH, or phosphorus, your sites will be subject to additional sampling and numeric effluent limits (per Permit Condition S8). Information on impaired water bodies is available online at: <http://www.ecy.wa.gov/programs/wq/303d/index.html>.

Before signing, please use the following checklist to ensure this form is complete:

- ☐ All spaces on this form have been completed (attach additional sheets if necessary).
- ☐ The transfer form is signed by both the current permittee and the new permittee(s).
- ☐ New Operator/Permittee: Before you submit this form to Ecology, please retain a copy for your records – this will serve as proof of permit coverage until documentation arrives from Ecology.
- ☐ For partial transfers: If the original permittee no longer owns or controls any portions of the site that meet the criteria for termination, the original permittee must submit a Notice of Termination to terminate permit coverage.
(<http://www.ecy.wa.gov/biblio/ecy02087.html>)
- ☐ For sites with contaminated soils/groundwater or a new discharger to an impaired water body: Any special provisions to protect water quality put in place at the time of initial coverage have been reviewed and adopted by the new permittee.

VIII. Certification of Permittee

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

Printed/Typed Name

Company (operator/permittee only)

Title

Signature of Operator/Permittee

Date

*** Federal regulations require this application is signed by one of the following:**

- A. For a corporation: By a principal executive officer of at least the level of vice president.
- B. For a partnership or sole proprietorship: By a general partner or the proprietor, respectively.
- C. For a municipality, state, federal, or other public facility: By either a principal executive officer or ranking elected official.

Please sign and return this document to the following address:

Washington Department of Ecology - Stormwater
P.O. Box 47696
Olympia, WA 98504-7696

If you have questions about this form, contact the following Ecology staff:

Location	Contact Name	Phone	E-mail
City of Seattle, and Kitsap, Pierce, and Thurston counties	Josh Klimek	360-407-7451	josh.klimek@ecy.wa.gov
Island, King, and San Juan counties	Clay Keown	360-407-6048	clay.keown@ecy.wa.gov
Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Skagit, Snohomish, Spokane, Stevens, Walla, Whatcom, and Whitman counties.	Shawn Hopkins	360-407-6442	shawn.hopkins@ecy.wa.gov
Benton, Chelan, Clallam, Clark, Cowlitz, Douglas, Grays Harbor, Jefferson, Kittitas, Klickitat, Lewis, Mason, Okanogan, Pacific, Skamania, Wahkiakum, and Yakima counties.	Joyce Smith	360-407-6858	joyce.smith@ecy.wa.gov

To ask about the availability of this document in a version for the visually impaired, call the Water Quality Program at 360-407-6600. Persons with hearing loss, call 711 for Washington Relay Service. Persons with a speech disability, call 877-833-6341.

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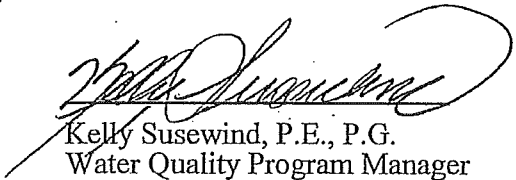
CONSTRUCTION STORMWATER GENERAL PERMIT

National Pollutant Discharge Elimination System (NPDES) and State Waste Discharge General
Permit for Stormwater Discharges Associated with Construction Activity

State of Washington
Department of Ecology
Olympia, Washington 98504

In compliance with the provisions of
Chapter 90.48 Revised Code of Washington
(State of Washington Water Pollution Control Act)
and
Title 33 United States Code, Section 1251 et seq.
The Federal Water Pollution Control Act (The Clean Water Act)

Until this permit expires, is modified or revoked, Permittees that have properly obtained
coverage under this general permit are authorized to discharge in accordance with the special and
general conditions that follow.



Kelly Sussewind, P.E., P.G.
Water Quality Program Manager
Washington State Department of Ecology

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SUMMARY OF PERMIT REPORT SUBMITTALS

Refer to the Special and General Conditions within this permit for additional submittal requirements. Appendix A provides a list of definitions. Appendix B provides a list of acronyms.

Table 1. Summary of Permit Report Submittals

Permit Section	Submittal	Frequency	First Submittal Date
S5.A and S8	High Turbidity/Transparency Phone Reporting	As Necessary	Within 24 hours
S5.B	Discharge Monitoring Report	Monthly*	Within 15 days of applicable monitoring period
S5.F and S8	Noncompliance Notification	As necessary	Immediately
S5.F	Noncompliance Notification – Written Report	As necessary	Within 5 Days of non-compliance
G2.	Notice of Change in Authorization	As necessary	
G6.	Permit Application for Substantive Changes to the Discharge	As necessary	
G8.	Application for Permit Renewal	1/permit cycle	No later than 180 days before expiration
G9.	Notice of Permit Transfer	As necessary	
G20.	Notice of Planned Changes	As necessary	
G22.	Reporting Anticipated Non-compliance	As necessary	

SPECIAL NOTE: *Permittees must submit Discharge Monitoring Reports (DMRs) to the Washington State Department of Ecology monthly, regardless of site discharge, for the full duration of permit coverage. Refer to Section S5.B of this General Permit for more specific information regarding DMRs.

Table 2. Summary of Required On-site Documentation

Document Title	Permit Conditions
Permit Coverage Letter	See Conditions S2, S5
Construction Stormwater General Permit	See Conditions S2, S5
Site Log Book	See Conditions S4, S5
Stormwater Pollution Prevention Plan (SWPPP)	See Conditions S9, S5

SPECIAL CONDITIONS

S1. PERMIT COVERAGE

A. Permit Area

This Construction Stormwater General Permit (CSWGP) covers all areas of Washington State, except for federal and Tribal lands as specified in Special Condition S1.E.3.

B. Operators Required to Seek Coverage Under this General Permit:

1. Operators of the following construction activities are required to seek coverage under this CSWGP:
 - a. Clearing, grading and/or excavation that results in the disturbance of one or more acres and discharges stormwater to surface waters of the State; and clearing, grading and/or excavation on sites smaller than one acre that are part of a larger common plan of development or sale, if the common plan of development or sale will ultimately disturb one acre or more and discharge stormwater to surface waters of the State.
 - i. This includes forest practices (including, but not limited to, class IV conversions) that are part of a construction activity that will result in the disturbance of one or more acres, and discharge to surface waters of the State (that is, forest practices that prepare a site for construction activities); and
 - b. Any size construction activity discharging stormwater to waters of the State that the Department of Ecology ("Ecology"):
 - i. Determines to be a significant contributor of pollutants to waters of the State of Washington.
 - ii. Reasonably expects to cause a violation of any water quality standard.
2. Operators of the following activities are not required to seek coverage under this CSWGP (unless specifically required under Special Condition S1.B.1.b. above):
 - a. Construction activities that discharge all stormwater and non-stormwater to ground water, sanitary sewer, or combined sewer, and have no point source discharge to either surface water or a storm sewer system that drains to surface waters of the State.
 - b. Construction activities covered under an Erosivity Waiver (Special Condition S2.C).
 - c. Routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of a facility.

C. Authorized Discharges:

1. Stormwater Associated with Construction Activity. Subject to compliance with the terms and conditions of this permit, Permittees are authorized to discharge stormwater associated with construction activity to surface waters of the State or to a storm sewer system that drains to surface waters of the State. (Note that “surface waters of the State” may exist on a construction site as well as off site; for example, a creek running through a site.)
2. Stormwater Associated with Construction Support Activity. This permit also authorizes stormwater discharge from support activities related to the permitted construction site (for example, an on-site portable rock crusher, off-site equipment staging yards, material storage areas, borrow areas, etc.) provided:
 - a. The support activity relates directly to the permitted construction site that is required to have a NPDES permit; and
 - b. The support activity is not a commercial operation serving multiple unrelated construction projects, and does not operate beyond the completion of the construction activity; and
 - c. Appropriate controls and measures are identified in the Stormwater Pollution Prevention Plan (SWPPP) for the discharges from the support activity areas.
3. Non-Stormwater Discharges. The categories and sources of non-stormwater discharges identified below are authorized conditionally, provided the discharge is consistent with the terms and conditions of this permit:
 - a. Discharges from fire-fighting activities.
 - b. Fire hydrant system flushing.
 - c. Potable water, including uncontaminated water line flushing.
 - d. Pipeline hydrostatic test water.
 - e. Uncontaminated air conditioning or compressor condensate.
 - f. Uncontaminated ground water or spring water.
 - g. Uncontaminated excavation dewatering water (in accordance with S9.D.10).
 - h. Uncontaminated discharges from foundation or footing drains.
 - i. Water used to control dust. Permittees must minimize the amount of dust control water used.
 - j. Routine external building wash down that does not use detergents.
 - k. Landscape irrigation water.

The SWPPP must adequately address all authorized non-stormwater discharges, except for discharges from fire-fighting activities, and must comply with Special

Condition S3. At a minimum, discharges from potable water (including water line flushing), fire hydrant system flushing, and pipeline hydrostatic test water must undergo the following: dechlorination to a concentration of 0.1 parts per million (ppm) or less, and pH adjustment to within 6.5 – 8.5 standard units (su), if necessary.

D. Prohibited Discharges:

The following discharges to waters of the State, including ground water, are prohibited.

1. Concrete wastewater.
2. Wastewater from washout and clean-up of stucco, paint, form release oils, curing compounds and other construction materials.
3. Process wastewater as defined by 40 Code of Federal Regulations (CFR) 122.1 (see Appendix A of this permit).
4. Slurry materials and waste from shaft drilling.
5. Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance.
6. Soaps or solvents used in vehicle and equipment washing.
7. Wheel wash wastewater, unless discharged according to Special Condition S9.D.9.d.
8. Discharges from dewatering activities, including discharges from dewatering of trenches and excavations, unless managed according to Special Condition S9.D.10.

E. Limits on Coverage

Ecology may require any discharger to apply for and obtain coverage under an individual permit or another more specific general permit. Such alternative coverage will be required when Ecology determines that this CSWGP does not provide adequate assurance that water quality will be protected, or there is a reasonable potential for the project to cause or contribute to a violation of water quality standards.

The following stormwater discharges are not covered by this permit:

1. Post-construction stormwater discharges that originate from the site after completion of construction activities and the site has undergone final stabilization.
2. Non-point source silvicultural activities such as nursery operations, site preparation, reforestation and subsequent cultural treatment, thinning, prescribed burning, pest and fire control, harvesting operations, surface drainage, or road construction and maintenance, from which there is natural runoff as excluded in 40 CFR Subpart 122.
3. Stormwater from any federal project or project on federal land or land within an Indian Reservation except for the Puyallup Reservation. Within the Puyallup

Reservation, any project that discharges to surface water on land held in trust by the federal government may be covered by this permit.

4. Stormwater from any site covered under an existing NPDES individual permit in which stormwater management and/or treatment requirements are included for all stormwater discharges associated with construction activity.
5. Stormwater from a site where an applicable Total Maximum Daily Load (TMDL) requirement specifically precludes or prohibits discharges from construction activity.

S2. APPLICATION REQUIREMENTS

A. Permit Application Forms

1. Notice of Intent Form/Timeline

- a. Operators of new or previously unpermitted construction activities must submit a complete and accurate permit application (Notice of Intent, or NOI) to Ecology.
- b. The operator must submit the NOI at least 60 days before discharging stormwater from construction activities and must submit it on or before the date of the first public notice (see Special Condition S2.B below for details). The 30-day public comment period required by WAC 173-226-130(5) begins on the publication date of the second public notice. Unless Ecology responds to the complete application in writing, based on public comments, or any other relevant factors, coverage under the general permit will automatically commence on the thirty-first day following receipt by Ecology of a completed NOI, or the issuance date of this permit, whichever is later, unless Ecology specifies a later date in writing.
- c. Applicants who propose to discharge to a storm or sewer system operated by Seattle, King County, Snohomish County, Tacoma, Pierce County, or Clark County must also submit a copy of the NOI to the appropriate jurisdiction.
- d. If an applicant intends to use a Best Management Practice (BMP) selected on the basis of Special Condition S9.C.4 (“demonstrably equivalent” BMPs), the applicant must notify Ecology of its selection as part of the NOI. In the event the applicant selects BMPs after submission of the NOI, it must provide notice of the selection of an equivalent BMP to Ecology at least 60 days before intended use of the equivalent BMP.
- e. Permittees must notify Ecology regarding any changes to the information provided on the NOI by submitting an updated NOI. Examples of such changes include, but are not limited to,
 - i. changes to the Permittee’s mailing address,
 - ii. changes to the on-site contact person information, and

iii. changes to the area/acreage affected by construction activity.

2. Transfer of Coverage Form

The Permittee can transfer current coverage under this permit to one or more new operators, including operators of sites within a Common Plan of Development, provided the Permittee submits a Transfer of Coverage Form in accordance with General Condition G9. Transfers do not require public notice.

B. Public Notice

For new or previously unpermitted construction activities, the applicant must publish a public notice at least one time each week for two consecutive weeks, at least 7 days apart, in a newspaper with general circulation in the county where the construction is to take place. The notice must contain:

1. A statement that "The applicant is seeking coverage under the Washington State Department of Ecology's Construction Stormwater NPDES and State Waste Discharge General Permit."
2. The name, address and location of the construction site.
3. The name and address of the applicant.
4. The type of construction activity that will result in a discharge (for example, residential construction, commercial construction, etc.), and the number of acres to be disturbed.
5. The name of the receiving water(s) (that is, the surface water(s) to which the site will discharge), or, if the discharge is through a storm sewer system, the name of the operator of the system.
6. The statement: "Any persons desiring to present their views to the Washington State Department of Ecology regarding this application, or interested in Ecology's action on this application, may notify Ecology in writing no later than 30 days of the last date of publication of this notice. Ecology reviews public comments and considers whether discharges from this project would cause a measurable change in receiving water quality, and, if so, whether the project is necessary and in the overriding public interest according to Tier II antidegradation requirements under WAC 173-201A-320. Comments can be submitted to: Department of Ecology, P.O. Box 47696, Olympia, WA 98504-7696 Attn: Water Quality Program, Construction Stormwater."

C. Erosivity Waiver

Construction site operators may qualify for an erosivity waiver from the CSWGP if the following conditions are met:

1. The site will result in the disturbance of fewer than 5 acres and the site is not a portion of a common plan of development or sale that will disturb 5 acres or greater.
2. Calculation of Erosivity “R” Factor and Regional Timeframe:
 - a. The project’s rainfall erosivity factor (“R” Factor) must be less than 5 during the period of construction activity, as calculated using either the Texas A&M University online rainfall erosivity calculator at: <http://ei.tamu.edu/> or EPA's calculator at <http://cfpub.epa.gov/npdes/stormwater/lew/lewcalculator.cfm>. The period of construction activity starts when the land is first disturbed and ends with final stabilization. In addition:
 - b. The entire period of construction activity must fall within the following timeframes:
 - i. For sites west of the Cascades Crest: June 15 – September 15.
 - ii. For sites east of the Cascades Crest, excluding the Central Basin: June 15 – October 15.
 - iii. For sites east of the Cascades Crest, within the Central Basin: no additional timeframe restrictions apply. The Central Basin is defined as the portions of Eastern Washington with mean annual precipitation of less than 12 inches. For a map of the Central Basin (Region 2), refer to <http://www.ecy.wa.gov/pubs/ecy070202.pdf>.
3. Construction site operators must submit a complete Erosivity Waiver certification form at least one week before disturbing the land. Certification must include statements that the operator will:
 - a. Comply with applicable local stormwater requirements; and
 - b. Implement appropriate erosion and sediment control BMPs to prevent violations of water quality standards.
4. This waiver is not available for facilities declared significant contributors of pollutants as defined in Special Condition S1.B.1.b.
5. This waiver does not apply to construction activities which include non-stormwater discharges listed in Special Condition S1.C.3.
6. If construction activity extends beyond the certified waiver period for any reason, the operator must either:
 - a. Recalculate the rainfall erosivity “R” factor using the original start date and a new projected ending date and, if the “R” factor is still under 5 and the entire

project falls within the applicable regional timeframe in Special Condition S2.C.2.b, complete and submit an amended waiver certification form before the original waiver expires; or

- b. Submit a complete permit application to Ecology in accordance with Special Condition S2.A and B before the end of the certified waiver period.

S3. COMPLIANCE WITH STANDARDS

- A. Discharges must not cause or contribute to a violation of surface water quality standards (Chapter 173-201A WAC), ground water quality standards (Chapter 173-200 WAC), sediment management standards (Chapter 173-204 WAC), and human health-based criteria in the National Toxics Rule (40 CFR Part 131.36). Discharges not in compliance with these standards are not authorized.
- B. Prior to the discharge of stormwater and non-stormwater to waters of the State, the Permittee must apply all known, available, and reasonable methods of prevention, control, and treatment (AKART). This includes the preparation and implementation of an adequate Stormwater Pollution Prevention Plan (SWPPP), with all appropriate BMPs installed and maintained in accordance with the SWPPP and the terms and conditions of this permit.
- C. Ecology presumes that a Permittee complies with water quality standards unless discharge monitoring data or other site-specific information demonstrates that a discharge causes or contributes to a violation of water quality standards, when the Permittee complies with the following conditions. The Permittee must fully:
 - 1. Comply with all permit conditions, including planning, sampling, monitoring, reporting, and recordkeeping conditions.
 - 2. Implement stormwater BMPs contained in stormwater management manuals published or approved by Ecology, or BMPs that are demonstrably equivalent to BMPs contained in stormwater technical manuals published or approved by Ecology, including the proper selection, implementation, and maintenance of all applicable and appropriate BMPs for on-site pollution control. (For purposes of this section, the stormwater manuals listed in Appendix 10 of the Phase I Municipal Stormwater Permit are approved by Ecology.)
- D. Where construction sites also discharge to ground water, the ground water discharges must also meet the terms and conditions of this CSWGP. Permittees who discharge to ground water through an injection well must also comply with any applicable requirements of the Underground Injection Control (UIC) regulations, Chapter 173-218 WAC.

S4. MONITORING REQUIREMENTS, BENCHMARKS AND REPORTING TRIGGERS

Table 3. Summary of Primary Monitoring Requirements

Size of Soil Disturbance ¹	Weekly Site Inspections	Weekly Sampling w/ Turbidity Meter	Weekly Sampling w/ Transparency Tube	Weekly pH Sampling ²	Requires CESCL Certification?
Sites that disturb less than 1 acre, but are part of a larger Common Plan of Development	Required	Not Required	Not Required	Not Required	No
Sites that disturb 1 acre or more, but fewer than 5 acres	Required	Sampling Required – either method ³		Required	Yes
Sites that disturb 5 acres or more	Required	Required	Not Required ⁴	Required	Yes

A. Site Log Book

The Permittee must maintain a site log book that contains a record of the implementation of the SWPPP and other permit requirements, including the installation and maintenance of BMPs, site inspections, and stormwater monitoring.

B. Site Inspections

The Permittee's (operator's) site inspections must include all areas disturbed by construction activities, all BMPs, and all stormwater discharge points. (See Special Conditions S4.B.3 and B.4 below for detailed requirements of the Permittee's Certified Erosion and Sediment Control Lead [CESCL]).

¹ Soil disturbance is calculated by adding together all areas affected by construction activity. Construction activity means clearing, grading, excavation, and any other activity that disturbs the surface of the land, including ingress/egress from the site.

² If construction activity results in the disturbance of 1 acre or more, and involves significant concrete work (1,000 cubic yards of poured or recycled concrete over the life of a project) or the use of engineered soils (soil amendments including but not limited to Portland cement-treated base [CTB], cement kiln dust [CKD], or fly ash), and stormwater from the affected area drains to surface waters of the State or to a storm sewer stormwater collection system that drains to other surface waters of the State, the Permittee must conduct pH monitoring sampling in accordance with Special Condition S4.D.

³ Sites with one or more acres, but fewer than 5 acres of soil disturbance, must conduct turbidity or transparency sampling in accordance with Special Condition S4.C.

⁴ Sites equal to or greater than 5 acres of soil disturbance must conduct turbidity sampling using a turbidity meter in accordance with Special Condition S4.C.

Construction sites one acre or larger that discharge stormwater to surface waters of the State must have site inspections conducted by a certified CESCL. Sites less than one acre may have a person without CESCL certification conduct inspections; sampling is not required on sites that disturb less than an acre.

1. The Permittee must examine stormwater visually for the presence of suspended sediment, turbidity, discoloration, and oil sheen. The Permittee must evaluate the effectiveness of BMPs and determine if it is necessary to install, maintain, or repair BMPs to improve the quality of stormwater discharges.

Based on the results of the inspection, the Permittee must correct the problems identified by:

- a. Reviewing the SWPPP for compliance with Special Condition S9 and making appropriate revisions within 7 days of the inspection.
 - b. Immediately beginning the process of fully implementing and maintaining appropriate source control and/or treatment BMPs as soon as possible, addressing the problems no later than within 10 days of the inspection. If installation of necessary treatment BMPs is not feasible within 10 days, Ecology may approve additional time when an extension is requested by a Permittee within the initial 10-day response period.
 - c. Documenting BMP implementation and maintenance in the site log book.
2. The Permittee must inspect all areas disturbed by construction activities, all BMPs, and all stormwater discharge points at least once every calendar week and within 24 hours of any discharge from the site. (For purposes of this condition, individual discharge events that last more than one day do not require daily inspections. For example, if a stormwater pond discharges continuously over the course of a week, only one inspection is required that week.) The Permittee may reduce the inspection frequency for temporarily stabilized, inactive sites to once every calendar month.
 3. The Permittee must have staff knowledgeable in the principles and practices of erosion and sediment control. The CESCL (sites one acre or more) or inspector (sites less than one acre) must have the skills to assess the:
 - a. Site conditions and construction activities that could impact the quality of stormwater, and
 - b. Effectiveness of erosion and sediment control measures used to control the quality of stormwater discharges.
 4. The SWPPP must identify the CESCL or inspector, who must be present on site or on-call at all times. The CESCL must obtain this certification through an approved erosion and sediment control training program that meets the minimum training standards established by Ecology (see BMP C160 in the manual referred to in Special Condition S9.C.1 and 2).

5. The Permittee must summarize the results of each inspection in an inspection report or checklist and enter the report/checklist into, or attach it to, the site log book. At a minimum, each inspection report or checklist must include:
 - a. Inspection date and time.
 - b. Weather information, the general conditions during inspection and the approximate amount of precipitation since the last inspection, and precipitation within the last 24 hours.
 - c. A summary or list of all implemented BMPs, including observations of all erosion/sediment control structures or practices.
 - d. A description of the locations:
 - i. Of BMPs inspected.
 - ii. Of BMPs that need maintenance and why.
 - iii. Of BMPs that failed to operate as designed or intended, and
 - iv. Where additional or different BMPs are needed, and why.
 - e. A description of stormwater discharged from the site. The Permittee must note the presence of suspended sediment, turbidity, discoloration, and oil sheen, as applicable.
 - f. Any water quality monitoring performed during inspection.
 - g. General comments and notes, including a brief description of any BMP repairs, maintenance or installations made following the inspection.
 - h. A summary report and a schedule of implementation of the remedial actions that the Permittee plans to take if the site inspection indicates that the site is out of compliance. The remedial actions taken must meet the requirements of the SWPPP and the permit.
 - i. The name, title, and signature of the person conducting the site inspection, a phone number or other reliable method to reach this person, and the following statement: "I certify that this report is true, accurate, and complete to the best of my knowledge and belief."

C. Turbidity/Transparency Sampling Requirements

1. Sampling Methods
 - a. If construction activity involves the disturbance of 5 acres or more, the Permittee must conduct turbidity sampling per Special Condition S4.C.
 - b. If construction activity involves 1 acre or more but fewer than 5 acres of soil disturbance, the Permittee must conduct either transparency sampling **or** turbidity sampling per Special Condition S4.C.

2. Sampling Frequency

- a. The Permittee must sample all discharge locations at least once every calendar week when stormwater (or authorized non-stormwater) discharges from the site or enters any on-site surface waters of the state (for example, a creek running through a site).
- b. Samples must be representative of the flow and characteristics of the discharge.
- c. Sampling is not required when there is no discharge during a calendar week.
- d. Sampling is not required outside of normal working hours or during unsafe conditions.
- e. If the Permittee is unable to sample during a monitoring period, the Permittee must include a brief explanation in the monthly Discharge Monitoring Report (DMR).
- f. Sampling is not required before construction activity begins.

3. Sampling Locations

- a. Sampling is required at all points where stormwater associated with construction activity (or authorized non-stormwater) is discharged off site, including where it enters any on-site surface waters of the state (for example, a creek running through a site).
- b. The Permittee may discontinue sampling at discharge points that drain areas of the project that are fully stabilized to prevent erosion.
- c. The Permittee must identify all sampling point(s) on the SWPPP site map and clearly mark these points in the field with a flag, tape, stake or other visible marker.
- d. Sampling is not required for discharge that is sent directly to sanitary or combined sewer systems.

4. Sampling and Analysis Methods

- a. The Permittee performs turbidity analysis with a calibrated turbidity meter (turbidimeter) either on site or at an accredited lab. The Permittee must record the results in the site log book in nephelometric turbidity units (NTU).
- b. The Permittee performs transparency analysis on site with a 1¾-inch-diameter, 60-centimeter (cm)-long transparency tube. The Permittee will record the results in the site log book in centimeters (cm). Transparency tubes are available from: <http://watermonitoringequip.com/pages/stream.html>.

Table 4. Monitoring and Reporting Requirements

Parameter	Unit	Analytical Method	Sampling Frequency	Benchmark Value	Phone Reporting Trigger Value
Turbidity	NTU	SM2130 or EPA 180.1	Weekly, if discharging	25 NTU	250 NTU
Transparency	cm	Manufacturer instructions, or Ecology guidance	Weekly, if discharging	33 cm	6 cm

5. Turbidity/Transparency Benchmark Values and Reporting Triggers

The benchmark value for turbidity is 25 NTU or less. The benchmark value for transparency is 33 centimeters (cm). Note: Benchmark values do not apply to discharges to segments of water bodies on Washington State's 303(d) list (Category 5) for turbidity, fine sediment, or phosphorus; these discharges are subject to a numeric effluent limit for turbidity. Refer to Special Condition S8 for more information.

a. Turbidity 26 – 249 NTU, or Transparency 32 – 7 cm:

If the discharge turbidity is 26 to 249 NTU; or if discharge transparency is less than 33 cm, but equal to or greater than 6 cm, the Permittee must:

- i. Review the SWPPP for compliance with Special Condition S9 and make appropriate revisions within 7 days of the date the discharge exceeded the benchmark.
- ii. Immediately begin the process to fully implement and maintain appropriate source control and/or treatment BMPs as soon as possible, addressing the problems within 10 days of the date the discharge exceeded the benchmark. If installation of necessary treatment BMPs is not feasible within 10 days, Ecology may approve additional time when the Permittee requests an extension within the initial 10-day response period.
- iii. Document BMP implementation and maintenance in the site log book.

b. Turbidity 250 NTU or greater, or Transparency 6 cm or less:

If a discharge point's turbidity is 250 NTU or greater, or if discharge transparency is less than or equal to 6 cm, the Permittee must complete the reporting and adaptive management process described below.

- i. Telephone the applicable Ecology Region's Environmental Report Tracking System (ERTS) number within 24 hours, in accordance with Special Condition S5.F.
 - Central Region (Okanogan, Chelan, Douglas, Kittitas, Yakima, Klickitat, Benton): (509) 575-2490

- Eastern Region (Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Spokane, Stevens, Walla Walla, Whitman): (509) 329-3400
- Northwest Region (Kitsap, Snohomish, Island, King, San Juan, Skagit, Whatcom): (425) 649-7000
- Southwest Region (Grays Harbor, Lewis, Mason, Thurston, Pierce, Clark, Cowlitz, Skamania, Wahkiakum, Clallam, Jefferson, Pacific): (360) 407-6300

These numbers are also listed at the following web site:

<http://www.ecy.wa.gov/programs/wq/stormwater/construction/permit.html>

- ii. Review the SWPPP for compliance with Special Condition S9 and make appropriate revisions within 7 days of the date the discharge exceeded the benchmark.
- iii. Immediately begin the process to fully implement and maintain appropriate source control and/or treatment BMPs as soon as possible, addressing the problems within 10 days of the date the discharge exceeded the benchmark. If installation of necessary treatment BMPs is not feasible within 10 days, Ecology may approve additional time when the Permittee requests an extension within the initial 10-day response period.
- iv. Document BMP implementation and maintenance in the site log book.
- v. Continue to sample discharges daily until:
 - a) Turbidity is 25 NTU (or lower); or
 - b) Transparency is 33 cm (or greater); or
 - c) The Permittee has demonstrated compliance with the water quality limit for turbidity:
 - 1) No more than 5 NTU over background turbidity, if background is less than 50 NTU, or
 - 2) No more than 10% over background turbidity, if background is 50 NTU or greater; or
 - d) The discharge stops or is eliminated.

D. pH Sampling Requirements -- Significant Concrete Work or Engineered Soils

If construction activity results in the disturbance of 1 acre or more, **and** involves significant concrete work (significant concrete work means greater than 1000 cubic yards poured concrete or recycled concrete used over the life of a project) or the use of engineered soils (soil amendments including but not limited to Portland cement-treated base [CTB], cement kiln dust [CKD], or fly ash), and stormwater from the affected area

drains to surface waters of the State or to a storm sewer system that drains to surface waters of the state, the Permittee must conduct pH monitoring as set forth below. Note: In addition, discharges to segments of water bodies on Washington State's 303(d) list (Category 5) for high pH are subject to a numeric effluent limit for pH; refer to Special Condition S8.

1. For sites with significant concrete work, the Permittee must begin the pH monitoring period when the concrete is first poured and exposed to precipitation, and continue weekly throughout and after the concrete pour and curing period, until stormwater pH is in the range of 6.5 to 8.5 (su).
2. For sites with engineered soils, the Permittee must begin the pH monitoring period when the soil amendments are first exposed to precipitation and must continue until the area of engineered soils is fully stabilized.
3. During the applicable pH monitoring period defined above, the Permittee must obtain a representative sample of stormwater and conduct pH analysis at least once per week.
4. The Permittee must monitor pH in the sediment trap/pond(s) or other locations that receive stormwater runoff from the area of significant concrete work or engineered soils before the stormwater discharges to surface waters.
5. The benchmark value for pH is 8.5 standard units. Anytime sampling indicates that pH is 8.5 or greater, the Permittee must either:
 - a. Prevent the high pH water (8.5 or above) from entering storm sewer systems or surface waters; or
 - b. If necessary, adjust or neutralize the high pH water until it is in the range of pH 6.5 to 8.5 (su) using an appropriate treatment BMP such as carbon dioxide (CO₂) sparging or dry ice. The Permittee must obtain written approval from Ecology before using any form of chemical treatment other than CO₂ sparging or dry ice.
6. The Permittee must perform pH analysis on site with a calibrated pH meter, pH test kit, or wide range pH indicator paper. The Permittee must record pH monitoring results in the site log book.

S5. REPORTING AND RECORDKEEPING REQUIREMENTS

A. High Turbidity Phone Reporting

Anytime sampling performed in accordance with Special Condition S4.C indicates turbidity has reached the 250 NTU phone reporting level, the Permittee must call Ecology's Regional office by phone within 24 hours of analysis. The web site is <http://www.ecy.wa.gov/programs/wq/stormwater/construction/permit.html>. Also see phone numbers in Special Condition S4.C.5.b.i.

B. Discharge Monitoring Reports

Permittees required to conduct water quality sampling in accordance with Special Conditions S4.C (Turbidity/Transparency), S4.D (pH), S8 (303[d]/TMDL sampling), and/or G13 (Additional Sampling) must submit the results to Ecology.

Permittees must submit monitoring data using Ecology's WebDMR program. To find out more information and to sign up for WebDMR go to:

<http://www.ecy.wa.gov/programs/wq/permits/paris/webdmr.html>.

Permittees unable to submit electronically (for example, those who do not have an internet connection) must contact Ecology to request a waiver and obtain instructions on how to obtain a paper copy DMR at:

Mailing Address:

Department of Ecology

Water Quality Program

Attn: Stormwater Compliance Specialist

PO Box 47696

Olympia, WA 98504-7696

Permittees who obtain a waiver not to use WebDMR must use the forms provided to them by Ecology; submittals must be mailed to the address above. Permittees shall submit DMR forms to be received by Ecology within 15 days following the end of each month.

If there was no discharge during a given monitoring period, all Permittees must submit a DMR as required with "no discharge" entered in place of the monitoring results. For more information, contact Ecology staff using information provided at the following web site: <http://www.ecy.wa.gov/programs/spills/response/assistancesoil%20map.pdf>

C. Records Retention

The Permittee must retain records of all monitoring information (site log book, sampling results, inspection reports/checklists, etc.), Stormwater Pollution Prevention Plan, and any other documentation of compliance with permit requirements for the entire life of the construction project and for a minimum of three years following the termination of permit coverage. Such information must include all calibration and maintenance records, and records of all data used to complete the application for this

permit. This period of retention must be extended during the course of any unresolved litigation regarding the discharge of pollutants by the Permittee or when requested by Ecology.

D. Recording Results

For each measurement or sample taken, the Permittee must record the following information:

1. Date, place, method, and time of sampling or measurement.
2. The first and last name of the individual who performed the sampling or measurement.
3. The date(s) the analyses were performed.
4. The first and last name of the individual who performed the analyses.
5. The analytical techniques or methods used.
6. The results of all analyses.

E. Additional Monitoring by the Permittee

If the Permittee monitors any pollutant more frequently than required by this permit using test procedures specified by Special Condition S4 of this permit, the results of this monitoring must be included in the calculation and reporting of the data submitted in the Permittee's DMR.

F. Noncompliance Notification

In the event the Permittee is unable to comply with any part of the terms and conditions of this permit, and the resulting noncompliance may cause a threat to human health or the environment, the Permittee must:

1. Immediately notify Ecology of the failure to comply by calling the applicable Regional office ERTS phone number (find at <http://www.ecy.wa.gov/programs/spills/response/assistancesoil%20map.pdf>) or refer to Special Condition S4.C.5.b.i.
2. Immediately take action to prevent the discharge/pollution, or otherwise stop or correct the noncompliance, and, if applicable, repeat sampling and analysis of any noncompliance immediately and submit the results to Ecology within five (5) days of becoming aware of the violation.
3. Submit a detailed written report to Ecology within five (5) days, unless requested earlier by Ecology. The report must contain a description of the noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

The Permittee must report any unanticipated bypass and/or upset that exceeds any effluent limit in the permit in accordance with the 24-hour reporting requirement contained in 40 C.F.R. 122.41(l)(6)).

Compliance with these requirements does not relieve the Permittee from responsibility to maintain continuous compliance with the terms and conditions of this permit or the resulting liability for failure to comply. Refer to Section G14 of this permit for specific information regarding non-compliance.

G. Access to Plans and Records

1. The Permittee must retain the following permit documentation (plans and records) on site, or within reasonable access to the site, for use by the operator or for on-site review by Ecology or the local jurisdiction:
 - a. General Permit.
 - b. Permit Coverage Letter.
 - c. Stormwater Pollution Prevention Plan (SWPPP).
 - d. Site Log Book.
2. The Permittee must address written requests for plans and records listed above (Special Condition S5.G.1) as follows:
 - a. The Permittee must provide a copy of plans and records to Ecology within 14 days of receipt of a written request from Ecology.
 - b. The Permittee must provide a copy of plans and records to the public when requested in writing. Upon receiving a written request from the public for the Permittee's plans and records, the Permittee must either:
 - i. Provide a copy of the plans and records to the requester within 14 days of a receipt of the written request; or
 - ii. Notify the requester within 10 days of receipt of the written request of the location and times within normal business hours when the plans and records may be viewed; and provide access to the plans and records within 14 days of receipt of the written request; or

Within 14 days of receipt of the written request, the Permittee may submit a copy of the plans and records to Ecology for viewing and/or copying by the requester at an Ecology office, or a mutually agreed location. If plans and records are viewed and/or copied at a location other than at an Ecology office, the Permittee will provide reasonable access to copying services for which a reasonable fee may be charged. The Permittee must notify the requester within 10 days of receipt of the request where the plans and records may be viewed and/or copied.

S6. PERMIT FEES

The Permittee must pay permit fees assessed by Ecology. Fees for stormwater discharges covered under this permit are established by Chapter 173-224 WAC. Ecology continues to assess permit fees until the permit is terminated in accordance with Special Condition S10 or revoked in accordance with General Condition G5.

S7. SOLID AND LIQUID WASTE DISPOSAL

The Permittee must handle and dispose of solid and liquid wastes generated by construction activity, such as demolition debris, construction materials, contaminated materials, and waste materials from maintenance activities, including liquids and solids from cleaning catch basins and other stormwater facilities, in accordance with:

- A. Special Condition S3, Compliance with Standards.
- B. WAC 173-216-110.
- C. Other applicable regulations.

S8. DISCHARGES TO 303(D) OR TMDL WATER BODIES

A. Sampling and Numeric Effluent Limits For Certain Discharges to 303(d)-listed Water Bodies

- 1. Permittees who discharge to segments of water bodies listed as impaired by the State of Washington under Section 303(d) of the Clean Water Act for turbidity, fine sediment, high pH, or phosphorus, must conduct water quality sampling according to the requirements of this section, and Special Conditions S4.C.2.b-f and S4.C.3.b-d, and must comply with the applicable numeric effluent limitations in S8.C and S8.D.
- 2. All references and requirements associated with Section 303(d) of the Clean Water Act mean the most current listing by Ecology of impaired waters (Category 5) that exists on January 1, 2011, or the date when the operator's complete permit application is received by Ecology, whichever is later.

B. Limits on Coverage for New Discharges to TMDL or 303(d)-listed Waters

Operators of construction sites that discharge to a 303(d)-listed water body are not eligible for coverage under this permit *unless* the operator:

- 1. Prevents exposing stormwater to pollutants for which the water body is impaired, and retains documentation in the SWPPP that details procedures taken to prevent exposure on site; or
- 2. Documents that the pollutants for which the water body is impaired are not present at the site, and retains documentation of this finding within the SWPPP; or

3. Provides Ecology with data indicating the discharge is not expected to cause or contribute to an exceedance of a water quality standard, and retains such data on site with the SWPPP. The operator must provide data and other technical information to Ecology that sufficiently demonstrate:
 - a. For discharges to waters without an EPA-approved or -established TMDL, that the discharge of the pollutant for which the water is impaired will meet in-stream water quality criteria at the point of discharge to the water body; or
 - b. For discharges to waters with an EPA-approved or -established TMDL, that there is sufficient remaining wasteload allocation in the TMDL to allow construction stormwater discharge and that existing dischargers to the water body are subject to compliance schedules designed to bring the water body into attainment with water quality standards.

Operators of construction sites are eligible for coverage under this permit if Ecology issues permit coverage based upon an affirmative determination that the discharge will not cause or contribute to the existing impairment.

C. Sampling and Numeric Effluent Limits for Discharges to Water Bodies on the 303(d) List for Turbidity, Fine Sediment, or Phosphorus

1. Permittees who discharge to segments of water bodies on the 303(d) list (Category 5) for turbidity, fine sediment, or phosphorus must conduct turbidity sampling in accordance with Special Condition S4.C.2 and comply with either of the numeric effluent limits noted in Table 5 below.
2. As an alternative to the 25 NTU effluent limit noted in Table 5 below (applied at the point where stormwater [or authorized non-stormwater] is discharged off-site), permittees may choose to comply with the surface water quality standard for turbidity. The standard is: no more than 5 NTU over background turbidity when the background turbidity is 50 NTU or less, or no more than a 10% increase in turbidity when the background turbidity is more than 50 NTU. In order to use the water quality standard requirement, the sampling must take place at the following locations:
 - a. Background turbidity in the 303(d)-listed receiving water immediately upstream (upgradient) or outside the area of influence of the discharge.
 - b. Turbidity at the point of discharge into the 303(d)-listed receiving water, inside the area of influence of the discharge.
3. Discharges that exceed the numeric effluent limit for turbidity constitute a violation of this permit.
4. Permittees whose discharges exceed the numeric effluent limit shall sample discharges daily until the violation is corrected and comply with the non-compliance notification requirements in Special Condition S5.F.

Table 5. Turbidity, Fine Sediment & Phosphorus Sampling and Limits for 303(d)-Listed Waters

Parameter identified in 303(d) listing	Parameter Sampled	Unit	Analytical Method	Sampling Frequency	Numeric Effluent Limit ¹
<ul style="list-style-type: none"> • Turbidity • Fine Sediment • Phosphorus 	Turbidity	NTU	SM2130 or EPA180.1	Weekly, if discharging	25 NTU, at the point where stormwater is discharged from the site; OR In compliance with the surface water quality standard for turbidity (S8.C.1.a)

¹Permittees subject to a numeric effluent limit for turbidity may, at their discretion, choose either numeric effluent limitation based on site-specific considerations including, but not limited to, safety, access and convenience.

D. Discharges to Water Bodies on the 303(d) List for High pH

1. Permittees who discharge to segments of water bodies on the 303(d) list (Category 5) for high pH must conduct pH sampling in accordance with the table below, and comply with the numeric effluent limit of pH 6.5 to 8.5 su (Table 6).

Table 6. pH Sampling and Limits for 303(d)-Listed Waters

Parameter identified in 303(d) listing	Parameter Sampled/Units	Analytical Method	Sampling Frequency	Numeric Effluent Limit
High pH	pH /Standard Units	pH meter	Weekly, if discharging	In the range of 6.5 – 8.5

2. At the Permittee's discretion, compliance with the limit shall be assessed at one of the following locations:
 - a. Directly in the 303(d)-listed water body segment, inside the immediate area of influence of the discharge; or
 - b. Alternatively, the permittee may measure pH at the point where the discharge leaves the construction site, rather than in the receiving water.
3. Discharges that exceed the numeric effluent limit for pH (outside the range of 6.5 – 8.5 su) constitute a violation of this permit.
4. Permittees whose discharges exceed the numeric effluent limit shall sample discharges daily until the violation is corrected and comply with the non-compliance notification requirements in Special Condition S5.F.

E. Sampling and Limits for Sites Discharging to Waters Covered by a TMDL or Another Pollution Control Plan

1. Discharges to a water body that is subject to a Total Maximum Daily Load (TMDL) for turbidity, fine sediment, high pH, or phosphorus must be consistent with the TMDL. Refer to <http://www.ecy.wa.gov/programs/wq/tmdl/index.html> for more information on TMDLs.
 - a. Where an applicable TMDL sets specific waste load allocations or requirements for discharges covered by this permit, discharges must be consistent with any specific waste load allocations or requirements established by the applicable TMDL.
 - i. The Permittee must sample discharges weekly or as otherwise specified by the TMDL to evaluate compliance with the specific waste load allocations or requirements.
 - ii. Analytical methods used to meet the monitoring requirements must conform to the latest revision of the Guidelines Establishing Test Procedures for the Analysis of Pollutants contained in 40 CFR Part 136. Turbidity and pH methods need not be accredited or registered unless conducted at a laboratory which must otherwise be accredited or registered.
 - b. Where an applicable TMDL has established a general waste load allocation for construction stormwater discharges, but has not identified specific requirements, compliance with Special Conditions S4 (Monitoring) and S9 (SWPPPs) will constitute compliance with the approved TMDL.
 - c. Where an applicable TMDL has not specified a waste load allocation for construction stormwater discharges, but has not excluded these discharges, compliance with Special Conditions S4 (Monitoring) and S9 (SWPPPs) will constitute compliance with the approved TMDL.
 - d. Where an applicable TMDL specifically precludes or prohibits discharges from construction activity, the operator is not eligible for coverage under this permit.
2. Applicable TMDL means a TMDL for turbidity, fine sediment, high pH, or phosphorus that is completed and approved by EPA before January 1, 2011, or before the date the operator's complete permit application is received by Ecology, whichever is later. TMDLs completed after the operator's complete permit application is received by Ecology become applicable to the Permittee only if they are imposed through an administrative order by Ecology, or through a modification of permit coverage.

S9. STORMWATER POLLUTION PREVENTION PLAN

The Permittee must prepare and properly implement an adequate Stormwater Pollution Prevention Plan (SWPPP) for construction activity in accordance with the requirements of this permit beginning with initial soil disturbance and until final stabilization.

A. The Permittee's SWPPP must meet the following objectives:

1. To implement best management practices (BMPs) to prevent erosion and sedimentation, and to identify, reduce, eliminate or prevent stormwater contamination and water pollution from construction activity.
2. To prevent violations of surface water quality, ground water quality, or sediment management standards.
3. To control peak volumetric flow rates and velocities of stormwater discharges.

B. General Requirements

1. The SWPPP must include a narrative and drawings. All BMPs must be clearly referenced in the narrative and marked on the drawings. The SWPPP narrative must include documentation to explain and justify the pollution prevention decisions made for the project. Documentation must include:
 - a. Information about existing site conditions (topography, drainage, soils, vegetation, etc.).
 - b. Potential erosion problem areas.
 - c. The 12 elements of a SWPPP in Special Condition S9.D.1-12, including BMPs used to address each element.
 - d. Construction phasing/sequence and general BMP implementation schedule.
 - e. The actions to be taken if BMP performance goals are not achieved—for example, a contingency plan for additional treatment and/or storage of stormwater that would violate the water quality standards if discharged.
 - f. Engineering calculations for ponds and any other designed structures.
2. The Permittee must modify the SWPPP if, during inspections or investigations conducted by the owner/operator, or the applicable local or state regulatory authority, it is determined that the SWPPP is, or would be, ineffective in eliminating or significantly minimizing pollutants in stormwater discharges from the site. The Permittee must then:
 - a. Review the SWPPP for compliance with Special Condition S9 and make appropriate revisions within 7 days of the inspection or investigation.
 - b. Immediately begin the process to fully implement and maintain appropriate source control and/or treatment BMPs as soon as possible, addressing the problems no later than 10 days from the inspection or investigation. If

installation of necessary treatment BMPs is not feasible within 10 days, Ecology may approve additional time when an extension is requested by a Permittee within the initial 10-day response period,

- c. Document BMP implementation and maintenance in the site log book.

The Permittee must modify the SWPPP whenever there is a change in design, construction, operation, or maintenance at the construction site that has, or could have, a significant effect on the discharge of pollutants to waters of the State.

C. Stormwater Best Management Practices (BMPs)

BMPs must be consistent with:

1. Stormwater Management Manual for Western Washington (most recent edition), for sites west of the crest of the Cascade Mountains; or
2. Stormwater Management Manual for Eastern Washington (most recent edition), for sites east of the crest of the Cascade Mountains; or
3. Revisions to the manuals listed in Special Condition S9.C.1. & 2., or other stormwater management guidance documents or manuals which provide an equivalent level of pollution prevention, that are approved by Ecology and incorporated into this permit in accordance with the permit modification requirements of WAC 173-226-230; or
4. Documentation in the SWPPP that the BMPs selected provide an equivalent level of pollution prevention, compared to the applicable Stormwater Management Manuals, including:
 - a. The technical basis for the selection of all stormwater BMPs (scientific, technical studies, and/or modeling) that support the performance claims for the BMPs being selected.
 - b. An assessment of how the selected BMP will satisfy AKART requirements and the applicable federal technology-based treatment requirements under 40 CFR part 125.3.

D. SWPPP – Narrative Contents and Requirements

The Permittee must include each of the 12 elements below in Special Condition S9.D.1-12 in the narrative of the SWPPP and implement them unless site conditions render the element unnecessary and the exemption from that element is clearly justified in the SWPPP.

1. Preserve Vegetation/Mark Clearing Limits
 - a. Before beginning land-disturbing activities, including clearing and grading, clearly mark all clearing limits, sensitive areas and their buffers, and trees that are to be preserved within the construction area.

- b. Retain the duff layer, native top soil, and natural vegetation in an undisturbed state to the maximum degree practicable.
- 2. Establish Construction Access
 - a. Limit construction vehicle access and exit to one route, if possible.
 - b. Stabilize access points with a pad of quarry spalls, crushed rock, or other equivalent BMPs, to minimize tracking sediment onto roads.
 - c. Locate wheel wash or tire baths on site, if the stabilized construction entrance is not effective in preventing tracking sediment onto roads.
 - d. If sediment is tracked off site, clean the affected roadway thoroughly at the end of each day, or more frequently as necessary (for example, during wet weather). Remove sediment from roads by shoveling, sweeping, or pickup and transport of the sediment to a controlled sediment disposal area.
 - e. Conduct street washing only after sediment removal in accordance with Special Condition S9.D.2.d. Control street wash wastewater by pumping back on site or otherwise preventing it from discharging into systems tributary to waters of the State.
- 3. Control Flow Rates
 - a. Protect properties and waterways downstream of development sites from erosion and the associated discharge of turbid waters due to increases in the velocity and peak volumetric flow rate of stormwater runoff from the project site, as required by local plan approval authority.
 - b. Where necessary to comply with Special Condition S9.D.3.a, construct stormwater retention or detention facilities as one of the first steps in grading. Assure that detention facilities function properly before constructing site improvements (for example, impervious surfaces).
 - c. If permanent infiltration ponds are used for flow control during construction, protect these facilities from siltation during the construction phase.

4. Install Sediment Controls

The Permittee must design, install and maintain effective erosion controls and sediment controls to minimize the discharge of pollutants. At a minimum, the Permittee must design, install and maintain such controls to:

- a. Construct sediment control BMPs (sediment ponds, traps, filters, etc.) as one of the first steps in grading. These BMPs must be functional before other land disturbing activities take place.
- b. Minimize sediment discharges from the site. The design, installation and maintenance of erosion and sediment controls must address factors such as the amount, frequency, intensity and duration of precipitation, the nature of

resulting stormwater runoff, and soil characteristics, including the range of soil particle sizes expected to be present on the site.

- c. Direct stormwater runoff from disturbed areas through a sediment pond or other appropriate sediment removal BMP, before the runoff leaves a construction site or before discharge to an infiltration facility. Runoff from fully stabilized areas may be discharged without a sediment removal BMP, but must meet the flow control performance standard of Special Condition S9.D.3.a.
- d. Locate BMPs intended to trap sediment on site in a manner to avoid interference with the movement of juvenile salmonids attempting to enter off-channel areas or drainages.
- e. Provide and maintain natural buffers around surface waters, direct stormwater to vegetated areas to increase sediment removal and maximize stormwater infiltration, unless infeasible.
- f. Where feasible, design outlet structures that withdraw impounded stormwater from the surface to avoid discharging sediment that is still suspended lower in the water column.

5. Stabilize Soils

- a. The Permittee must stabilize exposed and unworked soils by application of effective BMPs that prevent erosion. Applicable BMPs include, but are not limited to: temporary and permanent seeding, sodding, mulching, plastic covering, erosion control fabrics and matting, soil application of polyacrylamide (PAM), the early application of gravel base on areas to be paved, and dust control.
- b. The Permittee must control stormwater volume and velocity within the site to minimize soil erosion.
- c. The Permittee must control stormwater discharges, including both peak flow rates and total stormwater volume, to minimize erosion at outlets and to minimize downstream channel and stream bank erosion.
- d. Depending on the geographic location of the project, the Permittee must not allow soils to remain exposed and unworked for more than the time periods set forth below to prevent erosion:

West of the Cascade Mountains Crest
During the dry season (May 1 - Sept. 30): 7 days
During the wet season (October 1 - April 30): 2 days

East of the Cascade Mountains Crest, except for Central Basin*
During the dry season (July 1 - September 30): 10 days
During the wet season (October 1 - June 30): 5 days

The Central Basin*, East of the Cascade Mountains Crest

During the dry Season (July 1 - September 30): 30 days

During the wet season (October 1 - June 30): 15 days

*Note: The Central Basin is defined as the portions of Eastern Washington with mean annual precipitation of less than 12 inches.

- e. The Permittee must stabilize soils at the end of the shift before a holiday or weekend if needed based on the weather forecast.
 - f. The Permittee must stabilize soil stockpiles from erosion, protected with sediment trapping measures, and where possible, be located away from storm drain inlets, waterways, and drainage channels.
 - g. The Permittee must minimize the amount of soil exposed during construction activity.
 - h. The Permittee must minimize the disturbance of steep slopes.
 - i. The Permittee must minimize soil compaction and, unless infeasible, preserve topsoil.
6. Protect Slopes
- a. The Permittee must design and construct cut-and-fill slopes in a manner to minimize erosion. Applicable practices include, but are not limited to, reducing continuous length of slope with terracing and diversions, reducing slope steepness, and roughening slope surfaces (for example, track walking).
 - b. The Permittee must divert off-site stormwater (run-on) or ground water away from slopes and disturbed areas with interceptor dikes, pipes, and/or swales. Off-site stormwater should be managed separately from stormwater generated on the site.
 - c. At the top of slopes, collect drainage in pipe slope drains or protected channels to prevent erosion.
 - i. West of the Cascade Mountains Crest: Temporary pipe slope drains must handle the peak 10-minute velocity of flow from a Type 1A, 10-year, 24-hour frequency storm for the developed condition. Alternatively, the 10-year, 1-hour flow rate predicted by an approved continuous runoff model, increased by a factor of 1.6, may be used. The hydrologic analysis must use the existing land cover condition for predicting flow rates from tributary areas outside the project limits. For tributary areas on the project site, the analysis must use the temporary or permanent project land cover condition, whichever will produce the highest flow rates. If using the Western Washington Hydrology Model (WWHM) to predict flows, bare soil areas should be modeled as "landscaped area."

- ii. East of the Cascade Mountains Crest: Temporary pipe slope drains must handle the expected peak flow velocity from a 6-month, 3-hour storm for the developed condition, referred to as the short duration storm.
 - d. Place excavated material on the uphill side of trenches, consistent with safety and space considerations.
 - e. Place check dams at regular intervals within constructed channels that are cut down a slope.
7. Protect Drain Inlets
- a. Protect all storm drain inlets made operable during construction so that stormwater runoff does not enter the conveyance system without first being filtered or treated to remove sediment.
 - b. Clean or remove and replace inlet protection devices when sediment has filled one-third of the available storage (unless a different standard is specified by the product manufacturer).
8. Stabilize Channels and Outlets
- a. Design, construct and stabilize all on-site conveyance channels to prevent erosion from the following expected peak flows:
 - i. West of the Cascade Mountains Crest: Channels must handle the peak 10-minute velocity of flow from a Type 1A, 10-year, 24-hour frequency storm for the developed condition. Alternatively, the 10-year, 1-hour flow rate indicated by an approved continuous runoff model, increased by a factor of 1.6, may be used. The hydrologic analysis must use the existing land cover condition for predicting flow rates from tributary areas outside the project limits. For tributary areas on the project site, the analysis must use the temporary or permanent project land cover condition, whichever will produce the highest flow rates. If using the WWHM to predict flows, bare soil areas should be modeled as "landscaped area."
 - ii. East of the Cascade Mountains Crest: Channels must handle the expected peak flow velocity from a 6-month, 3-hour storm for the developed condition, referred to as the short duration storm.
 - b. Provide stabilization, including armoring material, adequate to prevent erosion of outlets, adjacent stream banks, slopes, and downstream reaches at the outlets of all conveyance systems.
9. Control Pollutants
- Design, install, implement and maintain effective pollution prevention measures to minimize the discharge of pollutants. The Permittee must:

- a. Handle and dispose of all pollutants, including waste materials and demolition debris that occur on site in a manner that does not cause contamination of stormwater.
 - b. Provide cover, containment, and protection from vandalism for all chemicals, liquid products, petroleum products, and other materials that have the potential to pose a threat to human health or the environment. On-site fueling tanks must include secondary containment. Secondary containment means placing tanks or containers within an impervious structure capable of containing 110% of the volume contained in the largest tank within the containment structure. Double-walled tanks do not require additional secondary containment.
 - c. Conduct maintenance, fueling, and repair of heavy equipment and vehicles using spill prevention and control measures. Clean contaminated surfaces immediately following any spill incident.
 - d. Discharge wheel wash or tire bath wastewater to a separate on-site treatment system that prevents discharge to surface water, such as closed-loop recirculation or upland land application, or to the sanitary sewer with local sewer district approval.
 - e. Apply fertilizers and pesticides in a manner and at application rates that will not result in loss of chemical to stormwater runoff. Follow manufacturers' label requirements for application rates and procedures.
 - f. Use BMPs to prevent contamination of stormwater runoff by pH-modifying sources. The sources for this contamination include, but are not limited to: bulk cement, cement kiln dust, fly ash, new concrete washing and curing waters, waste streams generated from concrete grinding and sawing, exposed aggregate processes, dewatering concrete vaults, concrete pumping and mixer washout waters. (Also refer to the definition for "concrete wastewater" in Appendix A--Definitions.)
 - g. Adjust the pH of stormwater if necessary to prevent violations of water quality standards.
 - h. Assure that washout of concrete trucks is performed offsite or in designated concrete washout areas only. Do not wash out concrete trucks onto the ground, or into storm drains, open ditches, streets, or streams. Do not dump excess concrete on site, except in designated concrete washout areas. Concrete spillage or concrete discharge to surface waters of the State is prohibited.
 - i. Obtain written approval from Ecology before using chemical treatment other than CO₂ or dry ice to adjust pH.
10. Control Dewatering
- a. Permittees must discharge foundation, vault, and trench dewatering water, which have characteristics similar to stormwater runoff at the site, into a

controlled conveyance system before discharge to a sediment trap or sediment pond.

- b. Permittees may discharge clean, non-turbid dewatering water, such as well-point ground water, to systems tributary to, or directly into surface waters of the State, as specified in Special Condition S9.D.8, provided the dewatering flow does not cause erosion or flooding of receiving waters. Do not route clean dewatering water through stormwater sediment ponds. Note that “surface waters of the State” may exist on a construction site as well as off site; for example, a creek running through a site.
- c. Other treatment or disposal options may include:
 - i. Infiltration.
 - ii. Transport off site in a vehicle, such as a vacuum flush truck, for legal disposal in a manner that does not pollute state waters.
 - iii. Ecology-approved on-site chemical treatment or other suitable treatment technologies.
 - iv. Sanitary or combined sewer discharge with local sewer district approval, if there is no other option.
 - v. Use of a sedimentation bag with discharge to a ditch or swale for small volumes of localized dewatering.
- d. Permittees must handle highly turbid or contaminated dewatering water separately from stormwater.

11. Maintain BMPs

- a. Permittees must maintain and repair all temporary and permanent erosion and sediment control BMPs as needed to assure continued performance of their intended function in accordance with BMP specifications.
- b. Permittees must remove all temporary erosion and sediment control BMPs within 30 days after achieving final site stabilization or after the temporary BMPs are no longer needed.

12. Manage the Project

- a. Phase development projects to the maximum degree practicable and take into account seasonal work limitations.
- b. Inspection and monitoring -- Inspect, maintain and repair all BMPs as needed to assure continued performance of their intended function. Conduct site inspections and monitoring in accordance with Special Condition S4.
- c. Maintaining an updated construction SWPPP -- Maintain, update, and implement the SWPPP in accordance with Special Conditions S3, S4 and S9.

E. SWPPP – Map Contents and Requirements

The Permittee's SWPPP must also include a vicinity map or general location map (for example, a USGS quadrangle map, a portion of a county or city map, or other appropriate map) with enough detail to identify the location of the construction site and receiving waters within one mile of the site.

The SWPPP must also include a legible site map (or maps) showing the entire construction site. The following features must be identified, unless not applicable due to site conditions:

1. The direction of north, property lines, and existing structures and roads.
2. Cut and fill slopes indicating the top and bottom of slope catch lines.
3. Approximate slopes, contours, and direction of stormwater flow before and after major grading activities.
4. Areas of soil disturbance and areas that will not be disturbed.
5. Locations of structural and nonstructural controls (BMPs) identified in the SWPPP.
6. Locations of off-site material, stockpiles, waste storage, borrow areas, and vehicle/equipment storage areas.
7. Locations of all surface water bodies, including wetlands.
8. Locations where stormwater or non-stormwater discharges off-site and/or to a surface water body, including wetlands.
9. Location of water quality sampling station(s), if sampling is required by state or local permitting authority.
10. Areas where final stabilization has been accomplished and no further construction-phase permit requirements apply.

S10. NOTICE OF TERMINATION

- A. The site is eligible for termination of coverage when it has met any of the following conditions:
1. The site has undergone final stabilization, the Permittee has removed all temporary BMPs (except biodegradable BMPs clearly manufactured with the intention for the material to be left in place and not interfere with maintenance or land use), and all stormwater discharges associated with construction activity have been eliminated; or
 2. All portions of the site that have not undergone final stabilization per Special Condition S10.A.1 have been sold and/or transferred (per General Condition G9), and the Permittee no longer has operational control of the construction activity; or

3. For residential construction only, the Permittee has completed temporary stabilization and the homeowners have taken possession of the residences.
- B. When the site is eligible for termination, the Permittee must submit a complete and accurate Notice of Termination (NOT) form, signed in accordance with General Condition G2, to:

Department of Ecology
Water Quality Program - Construction Stormwater
PO Box 47696
Olympia, Washington 98504-7696

The termination is effective on the date Ecology receives the NOT form, unless Ecology notifies the Permittee within 30 days that termination request is denied because the Permittee has not met the eligibility requirements in Special Condition S10.A.

Permittees transferring the property to a new property owner or operator/permittee are required to complete and submit the Notice of Transfer form to Ecology, but are not required to submit a Notice of Termination form for this type of transaction.

GENERAL CONDITIONS

G1. DISCHARGE VIOLATIONS

All discharges and activities authorized by this general permit must be consistent with the terms and conditions of this general permit. Any discharge of any pollutant more frequent than or at a level in excess of that identified and authorized by the general permit must constitute a violation of the terms and conditions of this permit.

G2. SIGNATORY REQUIREMENTS

- A. All permit applications must bear a certification of correctness to be signed:
 - 1. In the case of corporations, by a responsible corporate officer of at least the level of vice president of a corporation;
 - 2. In the case of a partnership, by a general partner of a partnership;
 - 3. In the case of sole proprietorship, by the proprietor; or
 - 4. In the case of a municipal, state, or other public facility, by either a principal executive officer or ranking elected official.
- B. All reports required by this permit and other information requested by Ecology must be signed by a person described above or by a duly authorized representative of that person. A person is a duly authorized representative only if:
 - 1. The authorization is made in writing by a person described above and submitted to the Ecology.
 - 2. The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility, such as the position of plant manager, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters.
- C. Changes to authorization. If an authorization under paragraph G2.B.2 above is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of paragraph G2.B.2 above must be submitted to Ecology prior to or together with any reports, information, or applications to be signed by an authorized representative.
- D. Certification. Any person signing a document under this section must make the following certification:

“I certify under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering

information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”

G3. RIGHT OF INSPECTION AND ENTRY

The Permittee must allow an authorized representative of Ecology, upon the presentation of credentials and such other documents as may be required by law:

- A. To enter upon the premises where a discharge is located or where any records are kept under the terms and conditions of this permit.
- B. To have access to and copy – at reasonable times and at reasonable cost -- any records required to be kept under the terms and conditions of this permit.
- C. To inspect -- at reasonable times – any facilities, equipment (including monitoring and control equipment), practices, methods, or operations regulated or required under this permit.
- D. To sample or monitor – at reasonable times – any substances or parameters at any location for purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act.

G4. GENERAL PERMIT MODIFICATION AND REVOCATION

This permit may be modified, revoked and reissued, or terminated in accordance with the provisions of Chapter 173-226 WAC. Grounds for modification, revocation and reissuance, or termination include, but are not limited to, the following:

- A. When a change occurs in the technology or practices for control or abatement of pollutants applicable to the category of dischargers covered under this permit.
- B. When effluent limitation guidelines or standards are promulgated pursuant to the CWA or Chapter 90.48 RCW, for the category of dischargers covered under this permit.
- C. When a water quality management plan containing requirements applicable to the category of dischargers covered under this permit is approved, or
- D. When information is obtained that indicates cumulative effects on the environment from dischargers covered under this permit are unacceptable.

G5. REVOCATION OF COVERAGE UNDER THE PERMIT

Pursuant to Chapter 43.21B RCW and Chapter 173-226 WAC, the Director may terminate coverage for any discharger under this permit for cause. Cases where coverage may be terminated include, but are not limited to, the following:

- A. Violation of any term or condition of this permit.
- B. Obtaining coverage under this permit by misrepresentation or failure to disclose fully all relevant facts.
- C. A change in any condition that requires either a temporary or permanent reduction or elimination of the permitted discharge.
- D. Failure or refusal of the Permittee to allow entry as required in RCW 90.48.090.
- E. A determination that the permitted activity endangers human health or the environment, or contributes to water quality standards violations.
- F. Nonpayment of permit fees or penalties assessed pursuant to RCW 90.48.465 and Chapter 173-224 WAC.
- G. Failure of the Permittee to satisfy the public notice requirements of WAC 173-226-130(5), when applicable.

The Director may require any discharger under this permit to apply for and obtain coverage under an individual permit or another more specific general permit. Permittees who have their coverage revoked for cause according to WAC 173-226-240 may request temporary coverage under this permit during the time an individual permit is being developed, provided the request is made within ninety (90) days from the time of revocation and is submitted along with a complete individual permit application form.

G6. REPORTING A CAUSE FOR MODIFICATION

The Permittee must submit a new application, or a supplement to the previous application, whenever a material change to the construction activity or in the quantity or type of discharge is anticipated which is not specifically authorized by this permit. This application must be submitted at least sixty (60) days prior to any proposed changes. Filing a request for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not relieve the Permittee of the duty to comply with the existing permit until it is modified or reissued.

G7. COMPLIANCE WITH OTHER LAWS AND STATUTES

Nothing in this permit will be construed as excusing the Permittee from compliance with any applicable federal, state, or local statutes, ordinances, or regulations.

G8. DUTY TO REAPPLY

The Permittee must apply for permit renewal at least 180 days prior to the specified expiration date of this permit.

G9. TRANSFER OF GENERAL PERMIT COVERAGE

Coverage under this general permit is automatically transferred to a new discharger, including operators of lots/parcels within a common plan of development or sale, **if**:

- A. A written agreement (Transfer of Coverage Form) between the current discharger (Permittee) and new discharger, signed by both parties and containing a specific date for transfer of permit responsibility, coverage, and liability is submitted to the Director; and
- B. The Director does not notify the current discharger and new discharger of the Director's intent to revoke coverage under the general permit. If this notice is not given, the transfer is effective on the date specified in the written agreement.

When a current discharger (Permittee) transfers a portion of a permitted site, the current discharger must also submit an updated application form (NOI) to the Director indicating the remaining permitted acreage after the transfer.

G10. REMOVED SUBSTANCES

The Permittee must not re-suspend or reintroduce collected screenings, grit, solids, sludges, filter backwash, or other pollutants removed in the course of treatment or control of stormwater to the final effluent stream for discharge to state waters.

G11. DUTY TO PROVIDE INFORMATION

The Permittee must submit to Ecology, within a reasonable time, all information that Ecology may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. The Permittee must also submit to Ecology, upon request, copies of records required to be kept by this permit [40 CFR 122.41(h)].

G12. OTHER REQUIREMENTS OF 40 CFR

All other requirements of 40 CFR 122.41 and 122.42 are incorporated in this permit by reference.

G13. ADDITIONAL MONITORING

Ecology may establish specific monitoring requirements in addition to those contained in this permit by administrative order or permit modification.

G14. PENALTIES FOR VIOLATING PERMIT CONDITIONS

Any person who is found guilty of willfully violating the terms and conditions of this permit shall be deemed guilty of a crime, and upon conviction thereof shall be punished by a fine of up to ten thousand dollars (\$10,000) and costs of prosecution, or by imprisonment in the discretion of the court. Each day upon which a willful violation occurs may be deemed a separate and additional violation.

Any person who violates the terms and conditions of a waste discharge permit shall incur, in addition to any other penalty as provided by law, a civil penalty in the amount of up to ten thousand dollars (\$10,000) for every such violation. Each and every such violation shall be a separate and distinct offense, and in case of a continuing violation, every day's continuance shall be deemed to be a separate and distinct violation.

G15. UPSET

Definition – "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limitations because of factors beyond the reasonable control of the Permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

An upset constitutes an affirmative defense to an action brought for noncompliance with such technology-based permit effluent limitations if the requirements of the following paragraph are met.

A Permittee who wishes to establish the affirmative defense of upset must demonstrate, through properly signed, contemporaneous operating logs or other relevant evidence that: 1) an upset occurred and that the Permittee can identify the cause(s) of the upset; 2) the permitted facility was being properly operated at the time of the upset; 3) the Permittee submitted notice of the upset as required in Special Condition S5.F, and; 4) the Permittee complied with any remedial measures required under this permit.

In any enforcement proceeding, the Permittee seeking to establish the occurrence of an upset has the burden of proof.

G16. PROPERTY RIGHTS

This permit does not convey any property rights of any sort, or any exclusive privilege.

G17. DUTY TO COMPLY

The Permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Clean Water Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application.

G18. TOXIC POLLUTANTS

The Permittee must comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time provided in the regulations that establish those standards or prohibitions, even if this permit has not yet been modified to incorporate the requirement.

G19. PENALTIES FOR TAMPERING

The Clean Water Act provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than two years per violation, or by both. If a conviction of a person is for a violation committed after a first conviction of such person under this condition, punishment shall be a fine of not more than \$20,000 per day of violation, or imprisonment of not more than four (4) years, or both.

G20. REPORTING PLANNED CHANGES

The Permittee must, as soon as possible, give notice to Ecology of planned physical alterations, modifications or additions to the permitted construction activity. The Permittee should be aware that, depending on the nature and size of the changes to the original permit, a new public notice and other permit process requirements may be required. Changes in activities that require reporting to Ecology include those that will result in:

- A. The permitted facility being determined to be a new source pursuant to 40 CFR 122.29(b).
- B. A significant change in the nature or an increase in quantity of pollutants discharged, including but not limited to: for sites 5 acres or larger, a 20% or greater increase in acreage disturbed by construction activity.
- C. A change in or addition of surface water(s) receiving stormwater or non-stormwater from the construction activity.
- D. A change in the construction plans and/or activity that affects the Permittee's monitoring requirements in Special Condition S4.

Following such notice, permit coverage may be modified, or revoked and reissued pursuant to 40 CFR 122.62(a) to specify and limit any pollutants not previously limited. Until such modification is effective, any new or increased discharge in excess of permit limits or not specifically authorized by this permit constitutes a violation.

G21. REPORTING OTHER INFORMATION

Where the Permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to Ecology, it must promptly submit such facts or information.

G22. REPORTING ANTICIPATED NON-COMPLIANCE

The Permittee must give advance notice to Ecology by submission of a new application or supplement thereto at least forty-five (45) days prior to commencement of such discharges, of any facility expansions, production increases, or other planned changes, such as process modifications, in the permitted facility or activity which may result in noncompliance with permit limits or conditions. Any maintenance of facilities, which might necessitate unavoidable interruption of operation and degradation of effluent quality, must be scheduled during non-critical water quality periods and carried out in a manner approved by Ecology.

G23. REQUESTS TO BE EXCLUDED FROM COVERAGE UNDER THE PERMIT

Any discharger authorized by this permit may request to be excluded from coverage under the general permit by applying for an individual permit. The discharger must submit to the Director an application as described in WAC 173-220-040 or WAC 173-216-070, whichever is applicable, with reasons supporting the request. These reasons will fully document how an individual permit will apply to the applicant in a way that the general permit cannot. Ecology may make specific requests for information to support the request. The Director will either issue an individual permit or deny the request with a statement explaining the reason for the denial. When an individual permit is issued to a discharger otherwise subject to the construction stormwater general permit, the applicability of the construction stormwater general permit to that Permittee is automatically terminated on the effective date of the individual permit.

G24. APPEALS

- A. The terms and conditions of this general permit, as they apply to the appropriate class of dischargers, are subject to appeal by any person within 30 days of issuance of this general permit, in accordance with Chapter 43.21B RCW, and Chapter 173-226 WAC.
- B. The terms and conditions of this general permit, as they apply to an individual discharger, are appealable in accordance with Chapter 43.21B RCW within 30 days of the effective date of coverage of that discharger. Consideration of an appeal of general permit coverage of an individual discharger is limited to the general permit's applicability or nonapplicability to that individual discharger.
- C. The appeal of general permit coverage of an individual discharger does not affect any other dischargers covered under this general permit. If the terms and conditions of this general permit are found to be inapplicable to any individual discharger(s), the matter

shall be remanded to Ecology for consideration of issuance of an individual permit or permits.

G25. SEVERABILITY

The provisions of this permit are severable, and if any provision of this permit, or application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit shall not be affected thereby.

G26. BYPASS PROHIBITED

A. Bypass Procedures

Bypass, which is the intentional diversion of waste streams from any portion of a treatment facility, is prohibited for stormwater events below the design criteria for stormwater management. Ecology may take enforcement action against a Permittee for bypass unless one of the following circumstances (1, 2, 3 or 4) is applicable.

1. Bypass of stormwater is consistent with the design criteria and part of an approved management practice in the applicable stormwater management manual.
2. Bypass for essential maintenance without the potential to cause violation of permit limits or conditions.

Bypass is authorized if it is for essential maintenance and does not have the potential to cause violations of limitations or other conditions of this permit, or adversely impact public health.

3. Bypass of stormwater is unavoidable, unanticipated, and results in noncompliance of this permit.

This bypass is permitted only if:

- a. Bypass is unavoidable to prevent loss of life, personal injury, or severe property damage. "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which would cause them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass.
- b. There are no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, maintenance during normal periods of equipment downtime (but not if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance), or transport of untreated wastes to another treatment facility.

- c. Ecology is properly notified of the bypass as required in Special Condition S5.F of this permit.
- 4. A planned action that would cause bypass of stormwater and has the potential to result in noncompliance of this permit during a storm event.

The Permittee must notify Ecology at least thirty (30) days before the planned date of bypass. The notice must contain:

- a. a description of the bypass and its cause
 - b. an analysis of all known alternatives which would eliminate, reduce, or mitigate the need for bypassing.
 - c. a cost-effectiveness analysis of alternatives including comparative resource damage assessment.
 - d. the minimum and maximum duration of bypass under each alternative.
 - e. a recommendation as to the preferred alternative for conducting the bypass.
 - f. the projected date of bypass initiation.
 - g. a statement of compliance with SEPA.
 - h. a request for modification of water quality standards as provided for in WAC 173-201A-110, if an exceedance of any water quality standard is anticipated.
 - i. steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass.
- 5. For probable construction bypasses, the need to bypass is to be identified as early in the planning process as possible. The analysis required above must be considered during preparation of the Stormwater Pollution Prevention Plan (SWPPP) and must be included to the extent practical. In cases where the probable need to bypass is determined early, continued analysis is necessary up to and including the construction period in an effort to minimize or eliminate the bypass.

Ecology will consider the following before issuing an administrative order for this type bypass:

- a. If the bypass is necessary to perform construction or maintenance-related activities essential to meet the requirements of this permit.
- b. If there are feasible alternatives to bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, stopping production, maintenance during normal periods of equipment down time, or transport of untreated wastes to another treatment facility.
- c. If the bypass is planned and scheduled to minimize adverse effects on the public and the environment.

After consideration of the above and the adverse effects of the proposed bypass and any other relevant factors, Ecology will approve, conditionally approve, or deny the request. The public must be notified and given an opportunity to comment on bypass incidents of significant duration, to the extent feasible. Approval of a request to bypass will be by administrative order issued by Ecology under RCW 90.48.120.

B. Duty to Mitigate

The Permittee is required to take all reasonable steps to minimize or prevent any discharge or sludge use or disposal in violation of this permit that has a reasonable likelihood of adversely affecting human health or the environment.

APPENDIX A – DEFINITIONS

AKART is an acronym for “all known, available, and reasonable methods of prevention, control, and treatment.” AKART represents the most current methodology that can be reasonably required for preventing, controlling, or abating the pollutants and controlling pollution associated with a discharge.

Applicable TMDL means a TMDL for turbidity, fine sediment, high pH, or phosphorus, which was completed and approved by EPA before January 1, 2011, or before the date the operator’s complete permit application is received by Ecology, whichever is later.

Applicant means an operator seeking coverage under this permit.

Best Management Practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures, and other physical, structural and/or managerial practices to prevent or reduce the pollution of waters of the State. BMPs include treatment systems, operating procedures, and practices to control: stormwater associated with construction activity, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

Buffer means an area designated by a local jurisdiction that is contiguous to and intended to protect a sensitive area.

Bypass means the intentional diversion of waste streams from any portion of a treatment facility.

Calendar Day A period of 24 consecutive hours starting at 12:00 midnight and ending the following 12:00 midnight.

Calendar Week (same as Week) means a period of seven consecutive days starting at 12:01 a.m. (0:01 hours) on Sunday.

Certified Erosion and Sediment Control Lead (CESCL) means a person who has current certification through an approved erosion and sediment control training program that meets the minimum training standards established by Ecology (see BMP C160 in the SWMM).

Clean Water Act (CWA) means the Federal Water Pollution Control Act enacted by Public Law 92-500, as amended by Public Laws 95-217, 95-576, 96-483, and 97-117; USC 1251 et seq.

Combined Sewer means a sewer which has been designed to serve as a sanitary sewer and a storm sewer, and into which inflow is allowed by local ordinance.

Common Plan of Development or Sale means a site where multiple separate and distinct construction activities may be taking place at different times on different schedules and/or by different contractors, but still under a single plan. Examples include: 1) phased projects and projects with multiple filings or lots, even if the separate phases or filings/lots will be constructed under separate contract or by separate owners (e.g., a development where lots are sold to separate builders); 2) a development plan that may be phased over multiple years, but is still under a

consistent plan for long-term development; 3) projects in a contiguous area that may be unrelated but still under the same contract, such as construction of a building extension and a new parking lot at the same facility; and 4) linear projects such as roads, pipelines, or utilities. If the project is part of a common plan of development or sale, the disturbed area of the entire plan must be used in determining permit requirements.

Composite Sample means a mixture of grab samples collected at the same sampling point at different times, formed either by continuous sampling or by mixing discrete samples. May be "time-composite" (collected at constant time intervals) or "flow-proportional" (collected either as a constant sample volume at time intervals proportional to stream flow, or collected by increasing the volume of each aliquot as the flow increases while maintaining a constant time interval between the aliquots).

Concrete wastewater means any water used in the production, pouring and/or clean-up of concrete or concrete products, and any water used to cut, grind, wash, or otherwise modify concrete or concrete products. Examples include water used for or resulting from concrete truck/mixer/pumper/tool/chute rinsing or washing, concrete saw cutting and surfacing (sawing, coring, grinding, roughening, hydro-demolition, bridge and road surfacing). When stormwater comes in contact with concrete wastewater, the resulting water is considered concrete wastewater and must be managed to prevent discharge to waters of the state, including ground water.

Construction Activity means land disturbing operations including clearing, grading or excavation which disturbs the surface of the land. Such activities may include road construction, construction of residential houses, office buildings, or industrial buildings, and demolition activity.

Contaminant means any hazardous substance that does not occur naturally or occurs at greater than natural background levels. See definition of "hazardous substance" and WAC 173-340-200.

Demonstrably Equivalent means that the technical basis for the selection of all stormwater BMPs is documented within a SWPPP, including:

1. The method and reasons for choosing the stormwater BMPs selected.
2. The pollutant removal performance expected from the BMPs selected.
3. The technical basis supporting the performance claims for the BMPs selected, including any available data concerning field performance of the BMPs selected.
4. An assessment of how the selected BMPs will comply with state water quality standards.
5. An assessment of how the selected BMPs will satisfy both applicable federal technology-based treatment requirements and state requirements to use all known, available, and reasonable methods of prevention, control, and treatment (AKART).

Department means the Washington State Department of Ecology.

Detention means the temporary storage of stormwater to improve quality and/or to reduce the mass flow rate of discharge.

Dewatering means the act of pumping ground water or stormwater away from an active construction site.

Director means the Director of the Washington Department of Ecology or his/her authorized representative.

Discharger means an owner or operator of any facility or activity subject to regulation under Chapter 90.48 RCW or the Federal Clean Water Act.

Domestic Wastewater means water carrying human wastes, including kitchen, bath, and laundry wastes from residences, buildings, industrial establishments, or other places, together with such ground water infiltration or surface waters as may be present.

Ecology means the Washington State Department of Ecology.

Engineered Soils means the use of soil amendments including, but not limited, to Portland cement treated base (CTB), cement kiln dust (CKD), or fly ash to achieve certain desirable soil characteristics.

Equivalent BMPs means operational, source control, treatment, or innovative BMPs which result in equal or better quality of stormwater discharge to surface water or to ground water than BMPs selected from the SWMM.

Erosion means the wearing away of the land surface by running water, wind, ice, or other geological agents, including such processes as gravitational creep.

Erosion and Sediment Control BMPs means BMPs intended to prevent erosion and sedimentation, such as preserving natural vegetation, seeding, mulching and matting, plastic covering, filter fences, sediment traps, and ponds. Erosion and sediment control BMPs are synonymous with stabilization and structural BMPs.

Final Stabilization (same as fully stabilized or full stabilization) means the establishment of a permanent vegetative cover, or equivalent permanent stabilization measures (such as riprap, gabions or geotextiles) which prevents erosion.

Ground Water means water in a saturated zone or stratum beneath the land surface or a surface water body.

Hazardous Substance means any dangerous or extremely hazardous waste as defined in RCW 70.105.010 (5) and (6), or any dangerous or extremely dangerous waste as designated by rule under chapter 70.105 RCW; any hazardous substance as defined in RCW 70.105.010(14) or any hazardous substance as defined by rule under chapter 70.105 RCW; any substance that, on the effective date of this section, is a hazardous substance under section 101(14) of the federal cleanup law, 42 U.S.C., Sec. 9601(14); petroleum or petroleum products; and any substance or category of substances, including solid waste decomposition products, determined by the director

by rule to present a threat to human health or the environment if released into the environment. The term hazardous substance does not include any of the following when contained in an underground storage tank from which there is not a release: crude oil or any fraction thereof or petroleum, if the tank is in compliance with all applicable federal, state, and local law.

Injection Well means a well that is used for the subsurface emplacement of fluids. (See Well.)

Jurisdiction means a political unit such as a city, town or county; incorporated for local self-government.

National Pollutant Discharge Elimination System (NPDES) means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring, and enforcing permits, and imposing and enforcing pretreatment requirements, under sections 307, 402, 318, and 405 of the Federal Clean Water Act, for the discharge of pollutants to surface waters of the State from point sources. These permits are referred to as NPDES permits and, in Washington State, are administered by the Washington Department of Ecology.

Notice of Intent (NOI) means the application for, or a request for coverage under this general permit pursuant to WAC 173-226-200.

Notice of Termination (NOT) means a request for termination of coverage under this general permit as specified by Special Condition S10 of this permit.

Operator means any party associated with a construction project that meets either of the following two criteria:

- The party has operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications; or
- The party has day-to-day operational control of those activities at a project that are necessary to ensure compliance with a SWPPP for the site or other permit conditions (e.g., they are authorized to direct workers at a site to carry out activities required by the SWPPP or comply with other permit conditions).

Permittee means individual or entity that receives notice of coverage under this general permit.

pH means a liquid's measure of acidity or alkalinity. A pH of 7 is defined as neutral. Large variations above or below this value are considered harmful to most aquatic life.

pH monitoring period means the time period in which the pH of stormwater runoff from a site must be tested a minimum of once every seven days to determine if stormwater pH is between 6.5 and 8.5.

Point source means any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, and container from which pollutants are or may be discharged to surface waters of the State. This term does not include return flows from irrigated agriculture. (See Fact Sheet for further explanation.)

Pollutant means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, domestic sewage sludge (biosolids), munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial, municipal, and agricultural waste. This term does not include sewage from vessels within the meaning of section 312 of the CWA, nor does it include dredged or fill material discharged in accordance with a permit issued under section 404 of the CWA.

Pollution means contamination or other alteration of the physical, chemical, or biological properties of waters of the State; including change in temperature, taste, color, turbidity, or odor of the waters; or such discharge of any liquid, gaseous, solid, radioactive or other substance into any waters of the State as will or is likely to create a nuisance or render such waters harmful, detrimental or injurious to the public health, safety or welfare; or to domestic, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses; or to livestock, wild animals, birds, fish or other aquatic life.

Process wastewater means any water which, during manufacturing or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, byproduct, or waste product (40 CFR 122.1).

Receiving water means the water body at the point of discharge. If the discharge is to a storm sewer system, either surface or subsurface, the receiving water is the water body to which the storm system discharges. Systems designed primarily for other purposes such as for ground water drainage, redirecting stream natural flows, or for conveyance of irrigation water/return flows that coincidentally convey stormwater are considered the receiving water.

Representative means a stormwater or wastewater sample which represents the flow and characteristics of the discharge. Representative samples may be a grab sample, a time-proportionate composite sample, or a flow proportionate sample. Ecology's Construction Stormwater Monitoring Manual provides guidance on representative sampling.

Sanitary sewer means a sewer which is designed to convey domestic wastewater.

Sediment means the fragmented material that originates from the weathering and erosion of rocks or unconsolidated deposits, and is transported by, suspended in, or deposited by water.

Sedimentation means the depositing or formation of sediment.

Sensitive area means a water body, wetland, stream, aquifer recharge area, or channel migration zone.

SEPA (State Environmental Policy Act) means the Washington State Law, RCW 43.21C.020, intended to prevent or eliminate damage to the environment.

Significant Amount means an amount of a pollutant in a discharge that is amenable to available and reasonable methods of prevention or treatment; or an amount of a pollutant that has a

reasonable potential to cause a violation of surface or ground water quality or sediment management standards.

Significant concrete work means greater than 1000 cubic yards poured concrete or recycled concrete over the life of a project.

Significant Contributor of Pollutants means a facility determined by Ecology to be a contributor of a significant amount(s) of a pollutant(s) to waters of the State of Washington.

Site means the land or water area where any "facility or activity" is physically located or conducted.

Source control BMPs means physical, structural or mechanical devices or facilities that are intended to prevent pollutants from entering stormwater. A few examples of source control BMPs are erosion control practices, maintenance of stormwater facilities, constructing roofs over storage and working areas, and directing wash water and similar discharges to the sanitary sewer or a dead end sump.

Stabilization means the application of appropriate BMPs to prevent the erosion of soils, such as, temporary and permanent seeding, vegetative covers, mulching and matting, plastic covering and sodding. See also the definition of Erosion and Sediment Control BMPs.

Storm drain means any drain which drains directly into a storm sewer system, usually found along roadways or in parking lots.

Storm sewer system means a means a conveyance, or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains designed or used for collecting or conveying stormwater. This does not include systems which are part of a combined sewer or Publicly Owned Treatment Works (POTW) as defined at 40 CFR 122.2.

Stormwater means that portion of precipitation that does not naturally percolate into the ground or evaporate, but flows via overland flow, interflow, pipes, and other features of a stormwater drainage system into a defined surface water body, or a constructed infiltration facility.

Stormwater Management Manual (SWMM) or Manual means the technical Manual published by Ecology for use by local governments that contain descriptions of and design criteria for BMPs to prevent, control, or treat pollutants in stormwater.

Stormwater Pollution Prevention Plan (SWPPP) means a documented plan to implement measures to identify, prevent, and control the contamination of point source discharges of stormwater.

Surface Waters of the State includes lakes, rivers, ponds, streams, inland waters, salt waters, and all other surface waters and water courses within the jurisdiction of the state of Washington.

Temporary Stabilization means the exposed ground surface has been covered with appropriate materials to provide temporary stabilization of the surface from water or wind erosion. Materials include, but are not limited to, mulch, riprap, erosion control mats or blankets and temporary cover crops. Seeding alone is not considered stabilization. Temporary stabilization is not a substitute for the more permanent “final stabilization.”

Total Maximum Daily Load (TMDL) means a calculation of the maximum amount of a pollutant that a water body can receive and still meet state water quality standards. Percentages of the total maximum daily load are allocated to the various pollutant sources. A TMDL is the sum of the allowable loads of a single pollutant from all contributing point and nonpoint sources. The TMDL calculations must include a "margin of safety" to ensure that the water body can be protected in case there are unforeseen events or unknown sources of the pollutant. The calculation must also account for seasonable variation in water quality.

Treatment BMPs means BMPs that are intended to remove pollutants from stormwater. A few examples of treatment BMPs are detention ponds, oil/water separators, biofiltration, and constructed wetlands.

Transparency means a measurement of water clarity in centimeters (cm), using a 60 cm transparency tube. The transparency tube is used to estimate the relative clarity or transparency of water by noting the depth at which a black and white Secchi disc becomes visible when water is released from a valve in the bottom of the tube. A transparency tube is sometimes referred to as a “turbidity tube.”

Turbidity means the clarity of water expressed as nephelometric turbidity units (NTU) and measured with a calibrated turbidimeter.

Uncontaminated means free from any contaminant, as defined in MTCA cleanup regulations. See definition of “contaminant” and WAC 173-340-200.

Waste Load Allocation (WLA) means the portion of a receiving water’s loading capacity that is allocated to one of its existing or future point sources of pollution. WLAs constitute a type of water quality based effluent limitation (40 CFR 130.2[h]).

Water quality means the chemical, physical, and biological characteristics of water, usually with respect to its suitability for a particular purpose.

Waters of the State includes those waters as defined as "waters of the United States" in 40 CFR Subpart 122.2 within the geographic boundaries of Washington State and "waters of the State" as defined in Chapter 90.48 RCW, which include lakes, rivers, ponds, streams, inland waters, underground waters, salt waters, and all other surface waters and water courses within the jurisdiction of the state of Washington.

Well means a bored, drilled or driven shaft, or dug hole whose depth is greater than the largest surface dimension. (See Injection well.)

Wheel wash wastewater means any water used in, or resulting from the operation of, a tire bath or wheel wash (BMP C106: Wheel Wash), or other structure or practice that uses water to physically remove mud and debris from vehicles leaving a construction site and prevent track-out onto roads. When stormwater combines with wheel wash wastewater, the resulting water is considered wheel wash wastewater and must be managed according to Special Condition S9.D.9.

APPENDIX B – ACRONYMS

AKART	All Known, Available, and Reasonable Methods of Prevention, Control, and Treatment
BMP	Best Management Practice
CESCL	Certified Erosion and Sediment Control Lead
CFR	Code of Federal Regulations
CKD	Cement Kiln Dust
cm	Centimeters
CTB	Cement-Treated Base
CWA	Clean Water Act
DMR	Discharge Monitoring Report
EPA	Environmental Protection Agency
ESC	Erosion and Sediment Control
FR	Federal Register
NOI	Notice of Intent
NOT	Notice of Termination
NPDES	National Pollutant Discharge Elimination System
NTU	Nephelometric Turbidity Unit
RCW	Revised Code of Washington
SEPA	State Environmental Policy Act
SWMM	Stormwater Management Manual
SWPPP	Stormwater Pollution Prevention Plan
TMDL	Total Maximum Daily Load
UIC	Underground Injection Control
USC	United States Code
USEPA	United States Environmental Protection Agency
WAC	Washington Administrative Code
WQ	Water Quality
WWHM	Western Washington Hydrology Model