



60 Washington Ave, Suite 200
Bremerton, WA 98337
Ph: 360-824-4941

INVITATION FOR BIDS

Ruth Haines Roadway

IFB # KT 23-815

February 17, 2023

BIDS DUE MARCH 16, 2023 NO LATER THAN 2:00 PM

Failure to include any of requested information and properly completed forms and documents may be cause for the rejection of the Bid.

Kitsap Transit, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat., 252, 42 U.S.C. 2000d to 2000-d4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act; hereby notifies all Bidders that it will affirmatively insure that in any Contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit Bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an Award.

Kitsap Transit reserves the right to reject any and all Proposals without cause and to waive any informalities or irregularities.

Grant Funded:



Federal Transit Administration

KT 23-815 Ruth Haines Roadway



Bidder's Checklist

Solicitation Number: KT 23-815
Solicitation Name: Ruth Haines Roadway
Due Date and Time: March 16, 2023 @ 2:00 PM

The following checklist is provided as a guide to all documents and exhibits that **MUST** be submitted with your Bid to be considered responsive and complete. Failure to provide **ANY** of these documents could render your Bid nonresponsive and may cause it to be rejected.

Exhibit B: Required Forms	
*Bid Form	
*Signed Bidder's Affidavit	
*Bid Bond	
Exhibit B: Supplemental Bidder Responsibility Criteria	
Exhibit C: Certificate of Compliance of Wage Payment Statutes	
Exhibit D: Environmental Activities Briefing Packet	
Exhibit F: Federal Transit Administration Acknowledgement	
Exhibit F: Buy America Certification	
Exhibit F: Lobbying Certification	
Exhibit F: Contractor DBE Certification and Good Faith Effort	

I, the below signee, have reviewed this checklist and have provided all of the requested documents. I understand that failure to provide the requested documents could render my Bid non-responsive and may cause its rejection.

Signature: _____ Date: _____

Printed Name and Title: _____

KITSAP TRANSIT REQUIREMENTS:

Section 1	Bid Advertisement
Section 2	Instructions for Bidders
Section 3	General Provisions
Section 4	Sample Contract

EXHIBITS:

EXHIBIT A	Scope of Work and Drawings
EXHIBIT B	Bid Forms and Supplemental Bidder Responsibility Criteria Documentation
EXHIBIT C	Certification of Compliance with Wage Payment Statutes
EXHIBIT D	Environmental Activities Manual Briefing Package
EXHIBIT E	Davis Bacon Wage Determination WA20320001 02/03/2023
EXHIBIT F	Federal Transit Administration Contract Clauses and Certifications

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Advertisement Post Date: February 16, 2023

Kitsap Sun, Kitsap Transit Website: www.kitsaptransit.com; OMWBE;

INVITATION FOR BIDS

KT # 23-815 Ruth Haines Roadway Construction

Scope of Work: The Work consists of constructing a new roadway that will be known as Ruth Haines Street, this roadway will be used to connect Viking Avenue with Vetter Road Northwest. The intent of the Contract is to prescribe a complete Work. Omissions from the Contract of details of Work that are necessary to carry out the intent of the Contract shall not relieve the Contractor from performing the omitted Work.

Bidding Documents: Plans, specifications and addenda for this project are available on-line through Kitsap Transit's Website www.kitsaptransit.com. Bidders must email Patrick Rogers at patrickr@kitsaptransit.com to be placed on the Plan Holder's List in order to receive automatic email notifications of future addenda and additional project information through the bid phase.

Anticipated Procurement Schedule: The activities and dates listed below represent the anticipated procurement schedule. Kitsap Transit will provide changes to the Pre-Bid date and Bid Due date via Addenda. Dates preceded by an asterisk (*) are estimated.

Activity	Date and Time
Invitation for Bids Released	February 17, 2023
Pre-Bid Meeting & Site Visit	March 2, 2023 at 10:00 AM
Request for Clarification/Substitutions Due	5:00 PM March 9, 2023
Bid Due Date	2:00 PM March 16, 2023
Board of Director's Award	April 4, 2023
Anticipated Notice to Proceed	*Week of April 24, 2023

Pre-Bid Meeting: A non-mandatory Pre-Bid Meeting and site visit is scheduled for March 2, 2023 at 10:00 AM. An explanation of the project and solicitation requirements will be provided with a question and answer session to follow. Following the project explanation, prospective Contractors will be allowed to tour the Work site with Kitsap Transit staff. Contractors should meet at Kitsap Transit Administration Building located at: 21711 Vetter Road Northwest Poulsbo, WA 98370.

While attendance is not mandatory, Bidders are encouraged to attend. This meeting will provide prospective Bidders an opportunity to seek clarification and raise concerns related to the Solicitation. This meeting will also provide an opportunity to view current conditions at the Work Site.

Pre-Bid Questions: All questions, requests for information, and Pre-Bid material substitutions, must be submitted in writing and received by **5:00 PM March 9, 2023** via e-mail: patrickr@kitsaptransit.com.

Phone inquiries will not be accepted. Bidders who seek to obtain answers and information from other contacts or sources not listed above are advised that such material is used at the Bidder's own risk and such action may be cause for disqualification. Kitsap Transit will not provide binding oral interpretations, explanations, or instructions as to the meaning or interpretation of the solicitation documents. If no substitutions are approved prior to Bid, Bidders are required to Bid and supply only specified products.

Kitsap Transit will provide an official written response to Bidder questions received by the respective deadline in the form of an Addendum. Only the addenda issued by Kitsap Transit shall modify the solicitation documents. All Addenda shall become part of the IFB and the subsequently awarded Contract.

Bidders shall acknowledge receipt and review of all Addenda issued during the Bid period in the space provided on the Bid Form. Failure to acknowledge any/all addenda may be cause for Bid rejection.

Plan Holder's List: Email Patrick Rogers at patrickr@kitsaptransit.com to have your firm added to the Plan Holder's List to automatically receive updates, addenda and other project information.

Time for Completion: The Contractor shall commence the Work under this Contract effective upon receipt of a written Notice to Proceed and shall continue in good faith and effort to Final Completion status within **ninety (90)** Working Days of said Notice.

Bid Due Date: Sealed Bids will be received until **2:00 PM March 16, 2023** at:

**Kitsap Transit
60 Washington Ave Suite 200
Bremerton WA 98337**

Each Bid shall be sealed in an envelope and shall bear the name of the project as set forth in the IFB, the bid number, the name of the Bidder.

When the official clock reads 2:00:01 PM, Bids are considered late and will not be considered for award. Bids that are properly received will be publicly opened and read aloud. The Procurement Officer shall record all properly received bids and announce the apparent low bidder. Late Bids, electronic submissions (unless specifically stated), email or facsimile will be rejected.

Bid Security. A deposit of at least 5% of the Bid shall accompany each Bid. This deposit may be certified check, cashier's check or a Bid Bond (Surety Bond) made on Kitsap Transit supplied form. A bid bond shall not be conditioned in any way to modify the minimum 5% required.

Any bid bond shall be on the form provided by Kitsap Transit and shall be signed by the Bidder and the Surety. The Surety shall:

- (1) Be registered with the Washington State Insurance Commissioners
- (2) Appear on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner

The failure to furnish a Bid deposit of a minimum of 5% with the Bid shall make the Bid nonresponsive and shall cause the Bid to be rejected by Kitsap Transit.

EQUAL OPPORTUNITY: It is Kitsap Transit's policy to ensure full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin or sex in the provision of benefits and services resulting from Federally assisted programs of the Department of Transportation and in the Award and administration of all Contracts. Small and women or minority owned Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26 are encouraged to submit Bids.

**END OF BID ADVERTISEMENT
(SECTION 1)**

2.1 Definitions:

Addenda: A written or graphic document, issued to all Bidders and identified as an Addendum prior to Bid opening, which modifies or supplements the Bid Documents and becomes a part of the Contract.

Bid/Proposal: The offer of a Bidder on a properly completed Bid Form to perform the Contract.

Bidder: means a person, firm or corporation that has made an offer in response to the IFB

Bid Documents: means the solicitation (IFB) in its entirety, including the Plans provided under separate cover

Contract: The written agreement between Kitsap Transit and the Contractor. The Contract includes, Contract Agreement, these solicitation documents, any and all Addenda issued, various certifications and affidavits, supplemental agreements, change orders, and all Contractor.

Contractor: means the Successful Bidder who was awarded the Contract and has subsequently executed the Contract with Kitsap Transit.

IFB: is an abbreviation meaning Invitation for Bids.

Subcontractor: An individual, partnership, firm, corporation, or joint venture who is sublet part of the Contract by the Contractor.

Successful Bidder: means the lowest responsive and responsible Bidder to whom Award of the Contract shall be made

Surety: A company that is bound with the Contractor to ensure performance of the Contract, payment of all obligations pertaining to the Work, and fulfillment of such other conditions as are specified in the Contract as required by law.

Work: The provisions of all labor, materials, tolls, equipment and everything needed to successfully complete a project according to the Contract.

- 2.2 Bid Evaluation:** Bids will be evaluated on the Total Bid Amount before applicable Sales Tax. Full responsive and responsibility reviews will be conducted after Bid Opening, therefore the apparent low Bidder at the time of Bid Opening may not necessarily be recommended for Contract Award if they are determined to be non-responsive or their Bid is disqualified as being non-responsive. Kitsap Transit reserves the right to request additional information from Bidders to further determine responsibility or to clarify items in a Bid.

- 2.3 Identical Bid Totals:** If two or more lowest responsive Bids are exactly equal, the tie-breaker will be determined with a draw. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid are eligible to participate. Two or more slips of paper will be marked with the names of the tied firms, folded, placed inside a box and shook up. One authorized representative of Kitsap Transit shall draw one slip from the box and announce the name of the successful Bidder.

- 2.4 One Bid Received Procedure:** If only a single responsive and responsible Bid is received, Kitsap Transit shall have the right, in its sole discretion, to extend the Bid Due Date for up to an additional sixty (60) days and/or to conduct a price or cost analysis on such single Bid. The single Bidder shall promptly provide all cost and pricing data, documentation and explanation requested by Kitsap Transit to assist in such analysis. By conducting such analysis, Kitsap Transit shall not be obligated to accept the single Bid and reserves the right to reject such Bid or any portion thereof.

- 2.5 Bid Modifications:** Bidders will not be allowed to alter Bids after the Bid submittal deadline. Submitted Bids may only be changed if a written request is received by Kitsap Transit *before* the Bid submittal deadline. Such requests must be signed by an individual authorized to submit Bids on behalf of the company. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original Bid. Nothing in this section shall be construed to permit the Bidder to alter its Bid after it has been submitted pursuant to the terms of this solicitation.

- 2.6 Bid Withdrawal:** No Bidder may withdraw their Bid after the Bid submittal deadline unless Contract Award is delayed for a period exceeding sixty (90) calendar days following Bid Opening. Any Bid not so timely withdrawn shall constitute an irrevocable offer for a period of sixty (90) days to provide Kitsap Transit the goods and services described herein, or until one or more of the Bids have been approved by Kitsap Transit, whichever occurs first.
- 2.7 Bid Extension or Cancellation:** Kitsap Transit reserves the right to cancel this solicitation, or extend the Bid submittal deadline or Bid Opening, by written Addendum, at any time *before* the specified deadline, or in the event only a single Bid or no Bids are received. If a Bidder pursues a protest or a request for reconsideration, its Bid is deemed extended until Kitsap Transit executes the Contract or until the protest or request for reconsideration is withdrawn by the Bidder.
- 2.8 Errors and Administrative Corrections:** Kitsap Transit will not be responsible for any errors in Bids. Kitsap Transit reserves the right to make mathematical corrections that are due to administrative or clerical typing errors, number transposition and incorrect calculations. Kitsap Transit may waive these irregularities as immaterial. In the event of a discrepancy between the unit price and the extended amount, the unit price will govern. If figures are set forth in both words and numbers and there is a disparity, the words will take precedence over its numerical counterpart.
- 2.9 Collusion:** By signing a Bid, the Bidder certifies that its Bid is non-collusive and not made in the interest of any person not named, and that the Bidder has not induced or solicited others to submit a sham offer, or to refrain from proposing. If Kitsap Transit determines that collusion has occurred among Bidders, none of the Bids of the participants in such collusion will be considered. Kitsap Transit's determination shall be final.
- 2.10 Rejection and Consideration of Bids:** Kitsap Transit, in its sole discretion, reserves the right to: Accept or reject any or all Bids, portions or parts thereof; Waive minor Bid errors, informalities, or immaterial irregularities when it is in Kitsap Transit's best interest and does not result in displacement of a low Bidder; Republish the call for Bids; Revise or cancel the Work or require the Work to be done in another way; Decline award based on available funding for the Contract; and Award in whole or in part to the lowest responsive and responsible Bidder as best serves the interest of Kitsap Transit. In consideration for Kitsap Transit's review and evaluation of its Bid, the Bidder waives and releases any claims against Kitsap Transit arising from any rejection of any or all Bids, including any claim for costs incurred by Bidders in the preparation of Bids submitted in response to this solicitation.
- 2.11 Disadvantaged Business Enterprise Goal:** The purpose of the Disadvantaged Business Enterprise (DBE) overall goal is to achieve a "level playing field" for ready, willing and able DBE's seeking to participate in Federally-assisted Contracts. Kitsap Transit's DBE goal for Federal fiscal year 2023 is 2.92%, the full text of which may be found at:
<http://www.kitsaptransit.com/uploads/pdf/projects/ktdbeprogram.pdf>.
- 2.12 Fostering Small Business:** KT takes reasonable steps to facilitate fair competition by incorporating small business concerns into its Federal procurement practices. As part of this effort, KT actively seeks Bids from qualified small businesses, including DBEs. KT also encourages Prime Contractors to provide subcontracting opportunities of a size and nature that small businesses can reasonably compete and perform effectively.
- 2.13 Title VI:** It is the policy of KT to assure that no person shall, on the grounds of race, color, national origin, or gender, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or otherwise be discriminated against under any of its federally funded programs and activities. The full text of KT's Title VI program is available online at: [Kitsap Transit | Kitsap Transit](#) .

2.14 Brand Names: The use of any brand names, manufacturer, make or catalog number does not restrict the Bidder. Such use is to identify the standards of desired characteristics, quality, and performance equivalence of the product on which Bids are submitted. Kitsap Transit reserves the right to decide whether or not proposed alternates are equivalent to the product described in the solicitation, of which decision shall be final. Any substitutions must, without exception, be manufactured of the same basic materials, meet, or exceed all Specification requirements of structural, functional, dimensional and appearance without deviation. Kitsap Transit reserves the right to reject any and all substitutions.

2.15 Bidder Claiming Error Procedure: If a Bidder realizes after Bid Opening that it has made a clerical, administrative or judgment error and wants to be relieved of its Bid obligations, the Bidder must notify Kitsap Transit in writing before 5:00 p.m. on the first business day after Bid Opening. The Bidder shall submit a notarized affidavit, or declaration under penalty of perjury, which is signed by the Bidder and includes a description of the nature of the error, a request to be relieved from the responsibilities of Award, and is accompanied by the Bidder's original worksheets used in preparing the Bid which demonstrate the error. If Kitsap Transit determines the error allows relief from forfeiture of the Bid Bond, the Bidder will be relieved of any further responsibility and the Bid Bond will be returned. If Kitsap Transit determines the error does not lawfully allow relief, then Award may proceed and if the Bidder refuses to execute the Contract, the Bidder's Bid Bond shall be forfeited. Per RCW 39.04.107, the low Bidder claiming error will be prohibited from Bidding on the same project if a second or subsequent call for Bids is made for the project. Kitsap Transit reserves the right to request any Bidder to withdraw an unbalanced Bid.

2.16 Bidder Responsibility Criteria (Mandatory):

- A) It is the intent of Kitsap Transit to Award the Contract to the low responsive and responsible Bidder. Before Award, the Bidder must meet the following mandatory Bidder responsibility criteria stated in RCW 39.04.350(1) to be considered a responsible Bidder qualified to be awarded a Public Works Contract in Washington State. Failure of any Bidder to meet the responsibility criteria will automatically deem the Bidder not responsible and be just cause for rejection of the Bid.
- B) As assurance to Kitsap Transit that the Bidder meets the criteria, Bidders must provide this information, as applicable, directly on the spaces provided on the Bid Form. Kitsap Transit may require additional documentation from the Bidder demonstrating compliance with the criteria. Failure of a Bidder to respond to such a request for additional information or clarification may result in rejection of its Bid. Bidder must:
 - 1) Have a current certificate of registration as a Contractor in compliance with Chapter 18.27 RCW, which must be in effect at the time of Bid submittal;
 - 2) Have a current Washington Unified Business Identifier (UBI) number;
 - 3) If applicable:
 - (a) Have Industrial Insurance (Worker's Compensation) coverage for all of the Bidder's employees working in Washington, as required in Title 51 RCW;
 - (b) Have a Washington Employment Security Dept. number, as required in Title 50 RCW;
 - (c) Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW.
 - 4) Not be disqualified from Bidding on any Public Works Contract under RCW 39.06.010 or 39.12.065(3).
 - 5) Have received training of the requirements related to public works and prevailing wage under this chapter (39.04.350) and chapter 39.12 RCW. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. Bidders that have completed three or more public works projects and have

had a valid business license in Washington for three or more years are exempt from the training requirement.

- 6) Bidders must certify that they are not a willful violator of the States' wage payment statutes (**Exhibit C**).

2.17 Supplemental Bidder Responsibility Criteria:

As evidence that the Bidder meets the mandatory and Supplemental Responsibility Criteria, **Exhibit B must be submitted with your Bid**, written verification that the Bidder meets all of the mandatory and supplemental criteria together with supporting documentation, including but not limited to that detailed below which, in the sole judgment of Kitsap Transit, demonstrates compliance with all mandatory and Supplemental Responsibility Criteria.

A) Delinquent State Taxes

- 1) **Criterion:** The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- 2) **Documentation:** The Bidder shall not be listed on the Washington State Department of Revenue's "Delinquent Taxpayer List" website (for Bidder assistance, the website is currently: <http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx>), unless accompanied by a written payment plan approved by the Department of Revenue.

B) Reserved

C) Claims Against Retainage and Bonds

- 1) **Criterion:** The Bidder shall not have a record of excessive claims filed against the retainage or payment bonds for Public Works projects during the previous three (3) years that demonstrate a lack of effective management by the Bidder of making timely and appropriate payments to its Subcontractors, suppliers, and workers, unless there are extenuating circumstances acceptable to Kitsap Transit in its sole discretion.
- 2) **Documentation:** The Bidder shall submit a list of the Public Works projects completed within the previous three (3) years and include for each project the following information:
 - Name of project;
 - The owner and contact information for the owner;
 - A list of claims filed against the retainage and/or payment bond for any of the projects listed; and
 - A written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim.

Kitsap Transit reserves the right to contact other owners to validate the information provided by the Bidder and to conduct its own investigation into claims against the Bidder's retainage and payment bonds.

D) Subcontractor Responsibility

- 1) **Criterion:** The Bidder's standard subcontract form shall include the Subcontractor responsibility language required by RCW 39.06.020 and the Bidder shall have an established procedure which it utilizes to validate the responsibility of each Subcontractor. The Bidder's subcontract form shall also include a requirement that each of its Subcontractors shall have a document of similar procedure to determine whether the sub-tier Subcontractors with whom it contracts are also "responsible" Subcontractors as defined by RCW 39.06.020.

- 2) **Documentation:** The Bidder shall submit a copy of its standard subcontract form for review by Kitsap Transit and a written description of its procedure for validating the responsibility of Subcontractors with which it contracts.

E) **Public Bidding Crime**

- 1) **Criterion:** The Bidder and its owners shall not have been convicted of a crime involving Bidding on a Public Works Contract within five (5) years from the Bid submittal deadline for this project.
- 2) **Documentation:** The Bidder shall sign a Kitsap Transit provided statement providing that the Bidder and its owners have not been convicted of a crime involving Bidding on a Public Works Contract within the aforementioned time period. If the Bidder has been convicted of such crime within this time frame, the Bidder will provide Kitsap Transit a list showing the date of conviction, the offense convicted of, the punishment, and a brief statement of the facts underlying the condition. Kitsap Transit reserves the right to use independent sources of information to demonstrate whether the Bidder is in compliance with this criterion.

F) **Termination for Cause / Termination for Default**

- 1) **Criterion:** The Bidder shall not have had any Public Works Contract terminated for cause or terminated for default by a government agency during the five (5) year period immediately preceding the Bid submittal deadline for this project, unless there are extenuating circumstances acceptable to Kitsap Transit in its sole discretion.
- 2) **Documentation:** The Bidder shall sign a Kitsap Transit provided statement providing that the Bidder has not had any Public Works Contract terminated for cause or default by a government agency within the aforementioned time period. If the Bidder has had a Public Works Contract terminated for cause or default by a government agency during this time frame, the Bidder will provide Kitsap Transit a list of each Contract terminated, the government agency terminating the Contract, and the circumstances involving the termination. Kitsap Transit reserves the right to use independent sources of information that may be available to demonstrate whether the Bidder complies with this criterion.

G) **Lawsuits**

- 1) **Criterion:** The Bidder shall not have lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the Bidder within five (5) years of the Bid submittal deadline for this project that demonstrates a pattern of failing to meet the terms of Contracts, unless there are extenuating circumstances acceptable to Kitsap Transit in its sole discretion.
- 2) **Documentation:** The Bidder shall submit a list of lawsuits or arbitrations with judgments entered against the Bidder within the aforementioned time period, along with a written explanation of the circumstances surrounding each such lawsuit or arbitration. Kitsap Transit shall evaluate these explanations to determine whether the lawsuits or arbitrations demonstrate a pattern of failing to meet terms in Contracts. Kitsap Transit reserves the right to investigate and evaluate lawsuits or arbitrations made against the Bidder within the time period specified that were not reported by the Bidder.

- H) **Appeals:** If Kitsap Transit determines the Bidder does not meet the Bidder responsibility criteria outlined herein and is therefore not a responsible Bidder, Kitsap Transit shall notify the Bidder in writing with the reasons for its determination. If the Bidder disagrees with Kitsap Transit's determination, the Bidder will have one (1) business day from receiving the determination to appeal and present additional information to Kitsap Transit. Kitsap Transit will consider any such timely submitted additional information before issuing its final determination. If the Bidder disagrees with Kitsap Transit's final determination, it may appeal that determination to the Board Chair of the Kitsap Transit Board of Directors within one (1) business day of receiving Kitsap

Transit's final determination. If the Board of Directors affirms that the Bidder is not responsible, Kitsap Transit will not execute a Contract with any other Bidder until two (2) business days after the Bidder determined to be not responsible has received the final determination.

I) Request to Change Supplemental Criteria during Bidding

1) Potential Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests ("Request") to Kitsap Transit to modify the criteria. Such requests shall be made in writing, describe the nature of the concern(s), and propose specific modifications to the criteria that will make the criteria more relevant and/or less restrictive of competition. Bidders should submit such requests no later than five (5) business days prior to Bid Opening. Requests may be submitted via U.S. post mail, hand-delivered, or sent by electronic mail within this timeline to:

- Mail/Delivery: Patrick Rogers
Kitsap Transit
60 Washington Ave., Ste. 200
Bremerton, WA 98337-1888
- E-mail: patrickr@kitsaptransit.com

2) The Request must include the Bidder's name and address, the Project Number and Title, the applicable criteria the Bidder is seeking to modify, the justification for why the identified criteria should be modified, and how the Requestor would like the criteria modified. Requests either not addressed to the Contracts Administrator as indicated in Item 1 above, or requests received after the request submittal deadline, will not be considered.

3) Any changes to the Supplemental Bidder Criteria, as determined by Kitsap Transit in its sole discretion, will be issued as an Addendum to the Bid Documents.

2.18 Award of Contract: Only one Bidder will be selected for Contract Award. An Award Recommendation Notice, setting forth Kitsap Transit's intent to recommend Contract Award to the lowest responsive and responsible Bidder, will be sent to all Bidders. The recommendation will be voted upon by the Kitsap Transit Board of Directors in open public meeting on the date specified within the Notice. Upon receiving Board approval for Award of the Contract, Kitsap Transit will send a Final Notice of Contract Award to all Bidders and post it on the aforementioned website. Kitsap Transit reserves the right to make Award within ninety (90) calendar days from the Bid Due Date. Should Award, in whole or part, be delayed beyond the period of ninety (90) days, such Award shall be conditioned upon Bidder's acceptance.

2.19 Contract Execution: The Contractor must sign and return all requested documents to Kitsap Transit within ten (10) calendar days of the Award Date. After execution, one (1) original signed Contract will be returned to Kitsap Transit with all requested documents. The Bidder should already have preparations in place with their insurance agent and Surety in order to expedite the required documents. Failure to execute the Contract is the time allotted grants the authority to cancel the Award and move to the next lowest responsive and responsible Bidder.

Kitsap Transit will then issue a Notice to Proceed. The Contractor assumes all risk for any Work begun before receipt of the said notice.

2.20 Bids as Public Record: Except to the extent permitted by Washington State public disclosure laws RCW Chapter 42.56, Kitsap Transit will regard Bids as public records which will be available for public inspection and/or copying following Contract Award, regardless of any markings or notices contained in the Proposal documents. Information will not be released by Kitsap Transit prior to Contract Award in order to protect the integrity of the procurement process, unless otherwise required by law. All Bids will remain confidential until a Contract is awarded and fully executed by all parties involved. If a

Bidder considers portions of its Bid to be protected under Washington State law, the Bidder shall clearly identify and mark such portions as "CONFIDENTIAL" or "PROPRIETARY" and submit such portions in a sealed envelope, separate from the rest of the Bid. It is not usually reasonable or legally defensible to mark an entire Bid as "confidential" or "proprietary". Marking the entire Bid as such will not be honored and the Bid may be rejected as non-responsive. Kitsap Transit shall make Bid submittal details available to the public after Contract Award except, to the extent consistent with RCW 42.56 those portions marked "Confidential" according to the above requirement. If a member of the public demands to review portions of a Bid marked "Confidential", Kitsap Transit will notify the affected Bidder prior to releasing such portions. The Bidder shall take such legal action as it may determine to be necessary to protect its interest. If the Bidder has not commenced such action within five (5) calendar days after receipt of the notice, Kitsap Transit will make the requested portions available for review and copying by the public. The Bidder asserting that portions of its Bid are legally protected shall bear all costs of defending such assertion, including reimbursing Kitsap Transit for its administrative, expert and legal costs involved in defending itself in actions arising from such assertions by the Bidder. Kitsap Transit assumes no responsibility or liability for any losses or damages which may result from the information contained in the Bid. By submitting a Bid, the Bidder has thereby agreed to the provision of this sub-section.

2.21 Bid Protests:

Who May Protest or Appeal

A potential bidder demonstrating a substantial economic interest in Kitsap Transit's competitive bid process.

Timing of Protest

A protest must be filed within five business days of the award of a contract or notice of apparent successful proposer/bidder, whichever is sooner.

Basis of Protest

Protests must be based on the following criteria:

1. A matter of bias, discrimination, or conflict of interest
2. Non-compliance with procedures described in the procurement documents
3. Error in computing scores

Protest Form and Content

1. Protests must be in writing
2. Protests must be addressed to the Purchasing Coordinator
3. Protests must clearly articulate specific grounds for the protest and include supporting documentation
4. Protests must include proposed remedy

Protest Procedure

A protest must be filed with Kitsap Transit's Purchasing Coordinator within five business days of the award of a contract or notice of apparent successful proposer/bidder, whichever is sooner. Upon receipt of a timely written protest, the Purchasing Coordinator will consider the protest in accordance with established procedures and issue a written decision within five business days stating the reasons for the action taken and informing the allegedly aggrieved vendor or service provider (Protesting Vendor) of his/her right to appeal the decision.

Appeal Procedure

An appeal must be filed within five business days of the Purchasing Coordinator decision. The Finance Director and an independent Department Director will consider the appeal and issue a

written decision within five business days informing the Protesting Vendor of his/her right to further appeal the decision.

In the event the Protesting Vendor elects to continue the appeal process, a request for a second appeal must be filed within five business days of the decision of the first appeal. The Executive Director will consider the appeal and issue a written decision within ten business days. The decision of the second appeal will be final and conclusive.

Failure to Comply with Requirements

Failure to comply with the protest and appeal requirements will render a protest or an appeal untimely or inadequate and may result in rejection thereof.

Protests to the Federal Transit Administration

The vendor or service provider shall only appeal to the FTA pursuant to violations of federal law or regulation.

Exhausted Administrative Remedies

A Protesting Vendor may not commence litigation prior to exhausting all administrative remedies. Failure to exhaust all administrative remedies shall constitute an absolute waiver of the Protesting Vendor rights, if any, to commence litigation.

Failure of the Protestor to submit a written Notice of Protest in accordance with the specified timelines contained herein shall constitute a waiver of all right to protest.

2.22 Environmental Sustainability Management System Compliance: Kitsap Transit has adopted an environmental policy that requires contractors to support our existing Environmental Sustainability Management System (ESMS). As part of that support, all Contractors Bidding on Kitsap Transit projects must supply a completed Contractor Management Environmental Checklist (**Exhibit D**) with their bid. Upon award of the contract, a representative of the Awardee must attend thirty (30) minute training at Kitsap Transit's Charleston Base located at 200 Charleston Blvd Bremerton WA. At the training, the representative will receive a copy of the training and will be responsible for ensuring all of their employees that may work on this project have received the training.

2.23 Insurance Requirements: The Contractor shall, at its sole cost and expense, obtain and maintain during the entire term of this Contract the minimum insurance set forth below. In the event the Contractor is a Joint Venture, these insurance requirements shall apply to each Joint Venture member separately. By requiring such minimum insurance, Kitsap Transit shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including without limitation, liability under the indemnity provisions of this Contract. Damages recoverable by Kitsap Transit shall not be limited to the amount of the required insurance coverage.

- a. **General Liability:** Commercial General Liability for bodily injury including death, personal injury and property damage coverage, with contractual and completed operations endorsements, utilizing insurers and coverage forms acceptable to Kitsap Transit, with a limit of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate and \$2,000,000 products completed operations aggregate limit.
- b. **Automobile Liability:** Commercial Auto Liability coverage for bodily injury and property damage utilizing insurers and coverage forms acceptable to Kitsap Transit, with a limit of at least \$1,000,000 per accident.
- c. **Workers Compensation:** The Contractor and Subcontractor will secure in accordance with the laws of the State(s) of operation, Coverage B-Employers' Liability Limit \$1,000,000 each accident. The Contractor and Subcontractor will be responsible for Workers Compensation insurance for any Subcontractor who provides services under subcontract.

If the Contractor and Subcontractor are qualified as a self-insurer under Chapter 51.14 of the Revised Code of Washington, it will so certify to the Owner by submitting a letter signed by a corporate officer, indicating that it is a qualified self-insurer, and setting forth the limits of any policy of excess insurance covering its employees/s.

- d. **Certificates and Policies:** Prior to commencement of services for this Contract, the Contractor shall provide Kitsap Transit with certificates of insurance showing insurance coverage in compliance with the above Paragraphs. All insurance coverage outlined above shall be written by insurance companies meeting Kitsap Transit's financial security requirements, (A.M. Best's Key Rating A-; VII or higher). **Such certificates shall reference the title of this Contract** and will state that the Contractor shall provide thirty (30) calendar days advance written notice to Kitsap Transit in the event the Contractor's insurance policies are cancelled, not renewed, or materially reduced in coverage. Should the Contractor neglect to obtain and maintain in force any of the insurance required in this Section, Kitsap Transit may suspend or terminate this Contract. Suspension or termination of this Contract shall not relieve the Contractor from insurance obligations hereunder.
- e. **Additional Insured Endorsement:** General Liability Insurance and Builder's Risk Insurance must state that Kitsap Transit will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used: **Kitsap Transit and its officers, agents, and employees named Additional Insured in respect to Contract KT 23-815 Ruth Haines Roadway Construction.**

Taking into account the Scope of Work and Services to be performed by a Subcontractor, the Contractor shall prudently determine whether, and in what amounts, each Subcontractor shall obtain and maintain public liability, professional liability, and any other insurance coverage. Any insurance required of Subcontractors shall, where appropriate and/or applicable, name Kitsap Transit as an additional insured.

The Contractor and its insurers shall endorse the required insurance policy (ies) to waive their right of subrogation against Kitsap Transit. The Contractor and its insurers also waive their right of subrogation against Kitsap Transit for loss of its owned or leased property or property under its care, custody and control.

No provision in this Section shall be construed to limit the liability of the Contractor for services not done in accordance with the Contract, or express or implied warranties. The Contractor's liability for the services shall extend as far as the appropriate periods of limitation provided by law and up to any legal limits.

The Contractor may obtain any combination of coverage or limits that effectively provides the same or better amounts and types of coverage as stipulated above, subject to review and approval by Kitsap Transit.

The Contractor warrants that this Contract has been thoroughly reviewed by the Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Contract.

Failure of the Protestor to submit a written Notice of Protest in accordance with the specified timelines contained herein shall constitute a waiver of all right to protest.

END OF SECTION 2

The following Kitsap Transit General Provisions are complementary to the Special Provisions and to the terms and conditions of the subsequent Contract to be executed between the Parties. Any provision of law, rule, or regulation that is required to be included in this Contract will be read as if in this Contract whether or not physically included.

3.1 CONTRACT DOCUMENTS

- A) The Contract Documents are intended to be complementary and prescribe and provide for a complete Work. The Contractor shall furnish all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all Work for the items included in the Bid Schedule. Compensation for the cost of furnishing the foregoing and for full performance of the Work in full conformance with the Contract Documents is included in the Contract Amount.
- B) The Contract represents the entire and integrated agreement between Kitsap Transit and the Contractor and sets forth the rights and responsibilities of the parties in accordance with the laws of the State of Washington. Each Contract Document is an essential part of the Contract and a requirement present in one Contract Document is binding as though it was present in all. Anything mentioned in the Specifications and not shown in the Plans, or shown in the Plans and not mentioned in the Specifications, shall be of like effect as shown or mentioned in both. Any Work, materials or equipment that has not been specifically included in the Contract Documents, but which is reasonably required to produce the intended result shall be provided by the Contractor as though it had been specifically included.
- C) Plan Drawings indicate only such details as are necessary to give a comprehensive idea of the Work. The Project Manager, or Engineer, may furnish the Contractor with such additional drawings and clarifications, consistent with the purpose and intent of the Contract Documents, as deemed necessary to detail and illustrate such Work. The Contractor shall conform its Work to such drawings and explanations. The furnishing of such additional drawings or clarifications shall not entitle the Contractor to an increase in the Contract Time or Contract Amount.
- D) On the Contract Plan Drawings and Working Drawings figured dimensions govern. Do not scale Drawings.
- E) In the case of an inconsistency between Contract Documents, the following order of precedence (from highest to lowest) applies:
 - Contract
 - Addenda
 - IFB Documents
 - Specifications
 - Drawings
- F) Conditions or Work not covered by Specifications may be described in other Contract Documents and shall be performed by the Contractor in accordance therewith and in accordance with the Specifications insofar as applicable. Work required by the Contract Documents for which a separate price is not provided in the Contract Documents shall nevertheless be considered as a part of the Work and all costs of the same are deemed to be included in the Contract Amount.
- G) If any parts of the Contract require Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade to justify an expectation that it will be observed by the Contractor in doing the Work.
- H) In the event of a conflict between the Contract Documents and applicable laws, codes, ordinances, regulations, or orders of governmental authorities having jurisdiction over the Work or any portion thereof, or in the event of any conflict between such applicable laws, codes,

ordinances, regulations or orders, the most stringent requirements shall govern and be considered as a part of this Contract in order to afford Kitsap Transit the maximum benefits thereof.

- I) The organization of the Specifications and arrangement of Plans shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of the Work to be performed by any trade. Kitsap Transit assumes no responsibility to act as arbiter in the division and proper coordination of the Work between particular Subcontractors or workers.

3.2 KITSAP TRANSIT – GENERAL RESPONSIBILITIES

- A) Kitsap Transit, as Owner, shall designate a representative (“Engineer”) from the Architectural and Engineering (A/E) team who shall be responsible for coordination of communications between the Parties and shall act as a central point of contact for Kitsap Transit. Kitsap Transit shall issue all instructions to the Contractor through the Engineer.
- B) The Engineer shall review and determine that the goals, objectives, and scope of this Contract are being met, as well as determining that the Schedule, budget, and funding limitation of this Contract are satisfied. The Engineer will coordinate the input and Work of various governmental agency or department staff, consultants, and contractors as it relates to the Scope of Work of this Contract.
- C) The Engineer will review all Working Drawings, product data, samples, or other submittals necessary to determine conformity to the Project scope, design concept and the information provided in the Contract Documents. Neither the Engineer’s review nor approval thereof shall in any way relieve the Contractor from its full responsibility for errors and omissions in the submittals or its obligations under this Contract; nor constitute acceptance by the Engineer of the correctness or adequacy of such submittals; nor constitute a representation or warranty by the Engineer that the Record Drawings will satisfy the requirements of the Contract. The Engineer will not review submittals that depend for their review on other submittals not yet submitted, that are not required by the Contract Documents, or that are not submitted by the Contractor.
- D) The Engineer will perform ten (10) on-site visits and related paperwork. The Engineer will promptly observe tests, inspections or approvals required by the Contract Documents and where practicable. The presence of the Engineer, or other Kitsap Transit representative, during the progress of any construction does not relieve the Contractor from responsibility for defects in the Work nor does it bind Kitsap Transit in determining Final Completion of the Work.
- E) Kitsap Transit and the Engineer have the authority, but not the obligation, to reject Work that is defective or does not otherwise appear to conform to the Contract Documents. The Engineer may call to the attention of the Contractor Work done or materials furnished which, at any time, is found defective or not in conformance to the Contract Documents; however, the failure of the Engineer to so inform the Contractor shall not constitute approval or acceptance of such defective or non-conforming Work. All defective or non-conforming Work shall be repaired or replaced, as directed by the Engineer, at the Contractor’s risk and expense and shall furnish no basis for an increase in the Contract Amount or Contract Time, even though the Engineer fails to reject such Work or material. The right of Kitsap Transit, or the Engineer, to reject Work shall not create a duty on the part of Kitsap Transit to exercise this right for the benefit of the Contractor or any other person or entity.
- F) Nothing in this Section or elsewhere in the Contract Documents shall be construed as requiring Kitsap Transit and the Engineer, or other representative of Kitsap Transit, to: 1) direct or advise the Contractor as to the method or manner of performing the Work or for safety precautions or programs incidental thereto, these being the sole responsibility of the Contractor; and 2) be responsible for the acts or omissions of the Contractor, Subcontractors, lower tier Subcontractors, suppliers, or any of their agents, employees, or any other persons performing a portion of the

Work. No approval or advice given by Kitsap Transit, or its representatives, as to the method or manner of performing the Work or procuring materials to be furnished shall constitute a representation or warranty by Kitsap Transit that the result of such method or manner will conform to the Contract Documents or achieve the desired results. Such approval or advice shall neither relieve the Contractor of any of its obligations under the Contract nor create any liability to Kitsap Transit, or its representatives, on account of approval or advice.

- G) The Engineer, in consultation with the Kitsap Transit Project Manager, will make decisions on all claims or requests for interpretation submitted by the Contractor, and all of the decisions are final.
- H) Kitsap Transit and the Engineer shall, at all times, have access to the Work whenever the Work is in preparation or progress. Kitsap Transit reserves the right to perform additional Work or conduct Kitsap Transit operations on or near the site of the Project. Should such other or additional Work or Kitsap Transit operations be either underway or subsequently undertaken at or near the Project, the Contractor shall coordinate its activities with those of all other Work forces and conduct its activities to avoid or minimize any conflict between the operations of the Contractor and those persons performing the other or additional Work or operations. Such use or occupancy by Kitsap Transit or its assignees shall not constitute completion or acceptance of the Work or any part thereof.
- I) Neither the Kitsap Transit Board of Directors, nor Executive Director, or any other officer, employee, or agent of Kitsap Transit acting within the scope of their employment, shall be personally liable to the Contractor for any of their acts or omissions arising out of the Project. Kitsap Transit reserves the right to perform construction operations with their own forces or to Award other Contracts in connection with the other portions of the Project or other Work on the site under these or similar conditions of the Contract.
- J) The post-award administration of the Contract file documentation will be the responsibility of Kitsap Transit to ensure compliance with the terms of the Contract and grant reporting requirements.

3.3 CONTRACTOR – GENERAL RESPONSIBILITIES

- A) Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, utilities, transportation, and other facilities and services necessary for the proper execution of the Work to completion, whether the same are temporary or permanent and whether or not incorporated or to be incorporated into the Work. The Contractor shall pay all sales, consumer, use and other similar taxes and pay for all fees, duties, and royalties required by law and shall file all notices, secure all permits, and licenses necessary for the execution of the Work.
- B) The Contractor shall be solely responsible for, and shall have full control and charge of, all construction means, methods, safety precautions, techniques, sequences, and procedures for performing, scheduling, and coordinating all portions of the Work under the Contract in a proper fashion and in strict compliance with all applicable codes, rules, regulations, and laws. In the event of conflicting requirements between applicable codes, rules, regulations and laws, the Contractor shall comply with those codes, rules, regulations, and laws which require the highest standard of construction quality and workmanship.
- C) The Contractor shall carefully study and compare the Contract Document sections with each other, and with any other information furnished by Kitsap Transit, and shall at once report to the Engineer any error, inconsistency, omission, or variance from applicable laws, statutes, codes, ordinances, or regulations which is discovered. If the Contractor performs any construction activity without carefully studying and comparing the Contract Documents or fails to promptly report the discovery of any error, inconsistency, omission, or variance in the Contract Documents,

then the Contractor shall assume full responsibility therefore and shall bear all costs, liabilities and damages attributable for corrections of such error, inconsistency, omission, or variance. Omissions from the Specifications, or miss-described details of the Work which are manifestly necessary to carry out the intent of the Specifications or which are customarily performed, shall not relieve the Contractor from performing such omitted or miss-described details of Work, but they shall be performed as if fully and correctly set forth and described in the Specifications.

- D) The Contractor is responsible to field measure existing site conditions and verify casework pieces will accurately fit within the parameters as indicated on the Drawings.
- E) The Contractor shall be responsible for inspection of portions of the Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Engineer.
- F) The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and equipment and for the execution of their Work or business. The Contractor shall properly coordinate this Work with that of Kitsap Transit or other Contractors.

3.4 SUB-AGREEMENTS

- A) The Contractor shall, in all its subcontract agreements, ensure that all Subcontractors are bound to the Contractor in the same manner that the Contractor is bound to Kitsap Transit, in strict accordance with all terms and conditions of the Contract Documents. Copies of any or all Subcontractor agreements shall be furnished to Kitsap Transit at the beginning of the Project. The Contractor shall also ensure that all sub-contracts include the "Subcontractor Bidder Responsibility Criteria" set forth in Item 3.5 below and ARTICLE 36.00, Section 4.
- B) Nothing contained herein; however, shall be interpreted as creating a contractual relationship between Kitsap Transit and any Subcontractor. The Contractor is for all purposes an independent Contractor and not an employee or agent of Kitsap Transit.
- C) **Subcontractors List:** The Contractor, at the request and direction of KT, will provide copies of any written agreements for approval of each Subcontractor after Contract Award.

3.5 SUBCONTRACTOR BIDDER RESPONSIBILITY CRITERIA

- A) RCW 39.06.020 requires Public Works Contractors and Subcontractors to verify that any Subcontractors they directly hire meet the responsibility criteria for the Project at the time of subcontract execution. In addition to verifying the mandatory Bidder responsibility criteria listed above from RCW 39.04.350(1), the Contractor or Subcontractor must also verify that a Subcontractor possesses an electrical Contractor license, if required by Chapter 19.28 RCW, or an elevator Contractor license, if required by Chapter 70.87 RCW.
- B) The Contractor shall include the language of this Section in each of its first tier subcontracts, and shall require each of its Subcontractors to include the same language of this Section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The verification requirements and responsibility criteria must be included in every Public Works subcontract, regardless of tier. The Contractor shall certify that this verification is complete prior to Contract execution and, upon request of Kitsap Transit, shall promptly provide documentation demonstrating that the Subcontractor meets the Subcontractor responsibility criteria below.
- C) At the time of subcontract execution, the Contractor shall verify that each of its first tier Subcontractors meets the following Bidder responsibility criteria:

- 1) Have a current certificate of registration as a Contractor in compliance with Chapter 18.27 RCW, which must have been in effect at the time of subcontract Bid submittal;
- 2) Have a current Washington Unified Business Identifier (UBI) number;
- 3) If applicable, have:
 - (a) Industrial Insurance (Worker's Compensation) coverage for the Subcontractor's employees working in Washington State, as required in Title 51 RCW;
 - (b) A Washington Employment Security Dept. number, as required in Title 50 RCW;
 - (c) A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - (d) An electrical Contractor license, if required by Chapter 19.28 RCW;
 - (e) An elevator Contractor license, if required by Chapter 70.87 RCW.
- 4) Not be disqualified from Bidding on any Public Works Contract under RCW 39.06.010 or 39.12.065(3).

3.6 PROTECTION OF EXISTING PROPERTY

The Contractor shall protect from damage all existing Structures, curbs, sidewalks, equipment, improvements, utilities, trees, and vegetation located at or near the Work site which are not considered part of the Work to be performed under the Contract. Damages or losses that may occur shall be the responsibility of the Contractor, except those caused by the acts or omissions of Kitsap Transit. The Contractor shall promptly repair, at no cost to Kitsap Transit, any such damage resulting from failure to comply with the requirements of the Contract or failure to exercise reasonable care in performing the Work. If the Contractor fails or refuses to repair the damage promptly, Kitsap Transit may have the necessary Work performed and deduct or charge the cost back to the Contractor. Prior to beginning the Work, the Contractor shall give proper notification, as required by RCW 19.122.030, to the agencies that have utilities in place and shall cooperate with these agencies in the protection and relocation of underground utilities, facilities and Structures.

3.7 SAFETY STANDARDS

The Contractor agrees to comply with all Federal, State and local laws, ordinances, and regulations, as may be amended, which might affect those engaged in the Contract Work. Industry standards and applicable laws and regulations of authorities having jurisdiction include, but are not limited to, the following: Washington Industry Safety and Health Act of 1973 (WISHA); Federal Occupational Safety and Health Acts of 1970 (OSHA); WA State Department of Labor & Industries – Title 296 WAC; Utility company regulations; the National Electric Code (NEC); the National Fire Protection Association (NFPA) Standards; Environmental Protection regulations; etc. It shall be the Contractor's responsibility to comply with "Safety and Health Regulations for Construction", Volume 36, No. 75, Part II of the Federal Register by the U.S. Department of Labor.

3.8 SPECIAL REPORTS

When an event of an unusual and significant nature occurs at the site, including an accident where personal injury or property loss is sustained, or where the event posed a significant threat of loss or personal injury, the Contractor shall prepare and submit a special report which shall list: chain of events, persons participating, response/action by Contractor's personnel, and evaluation of the results or effects and similar pertinent information. Submit special reports directly to the Kitsap Transit Project Manager within one (1) day of an occurrence. Submit a copy of the report to the Engineer and other entities that are affected by the occurrence.

3.9 WORKING DRAWINGS, PRODUCT DATA, SAMPLES AND OTHER SUBMITTALS

- A) The Contractor shall, with reasonable promptness, review, stamp with its approval, and submit all Working Drawings, product data, samples, and other items required by the Contract

Documents, to the Engineer for concurrence that the submittals conform to the design concept and the information given in the Contract Documents. By submitting such documents, the Contractor represents that it has determined and verified all materials, field measurements, and related field construction criteria are in accordance with the Contract Documents, and that the Contractor has checked and coordinated the information contained with the submittal for accuracy and completeness, and with the requirements of the Work and the Contract Documents. The costs incurred by Kitsap Transit to review resubmitted Working Drawings, product data, and samples may be offset from any monies due the Contractor when the Contractor has failed to comply with this paragraph.

- B) Any Work delayed by reason of a properly rejected submittal is deemed to be entirely the Contractor's risk and shall not be the basis for a claim by the Contractor for additional compensation or an extension of Contract Time. When resubmitting a submittal, the Contractor shall direct specific attention, in writing or on the re-submittal itself, to all revisions it has made. Drawings marked "subject to change" or the like will not be reviewed. Kitsap Transit is not required to review submittals that depend for their review on other submittals not yet submitted.
- C) No portion of the Work requiring submittal of a Working Drawing, product data, or sample shall be commenced until the submittal has final approval by Kitsap Transit. All portions of the Work involving submittals shall be performed in accordance with the approved submittals.

3.10 RECORD DOCUMENTS

When requested, or upon completion of the Work, the Contractor shall furnish Kitsap Transit with Record Drawings and Specifications certified by an Engineer showing all deviations from the original (at the time of Bid submittal) Contract Documents. Drawings and Specifications shall show actual dimensions, locations, approved changes, options and alternates made during construction. Include type of equipment, make, model, serial number, and acquisition cost of installed capital equipment or other fixed assets. The Engineer may use Record Drawings to verify the appropriate progress payment.

3.11 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A) The Contractor shall be fully responsible to Kitsap Transit for the acts, errors and omissions of all its employees, agents, Subcontractors, lower tier Subcontractors, suppliers, and their agents and employees, and all other persons who are to perform any of the Contract Work. All Work shall be performed under the supervision and direction of competent and skilled personnel experienced in the tasks being performed.
- B) The Contractor shall at all times enforce strict discipline and good order among all workers on the Project and shall not employ on the Work any unfit person or anyone not skilled in the task assigned. Incompetent, careless, or negligent workers shall be immediately removed from the performance of the Work by the Contractor or at the express direction of Kitsap Transit.
- C) The Contractor shall employ a General Superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work and shall supervise and direct the Work as per industry standard. The General Superintendent shall be the Contractor's representative and shall have authority to act on behalf of and bind the Contractor with respect to this Contract, except that the Contractor may indicate in writing limits on the authority of the superintendent. Communications or notices directed or given to the General Superintendent shall be as binding as if given to the Contractor. The General Superintendent shall not be replaced without prior written notice to Kitsap Transit.
- D) Within ten (10) calendar days of a written Notice To Proceed, the Contractor shall submit to Kitsap Transit a listing of its principal staff assignments, consultants and Subcontractors; naming persons and listing their telephone numbers.

3.12 **GENERAL GUARANTEE AND WARRANTIES**

All Work will be of good quality, free from fault or defect, and in strict accordance with the requirements of the Contract Documents. Any Work not conforming to the forgoing warranty, including unapproved or unauthorized substitutions, shall be considered defective. If, within one year after completion of the Work or such longer period as may be prescribed by law or the terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be defective or otherwise not in conformance with the Contract Documents, the Contractor shall, at its sole cost, promptly correct such defect or non-conforming Work after receipt of written notice from Kitsap Transit. All Subcontractors', Sub-Subcontractors', manufactures', and suppliers' warranties and guarantees, expressed or implied, respecting any part of the Work and all materials used therein shall be obtained and enforced by the Contractor for the benefit of Kitsap Transit without the necessity of separate transfer of assignment thereof. This section shall be in addition to those warranties imposed by law.

3.13 **PREVAILING WAGE REQUIREMENTS**

- A) As required by Chapter 39.12 RCW, wage rates to be paid all laborers, workers, and mechanics performing any part of this Contract, whether they are employed by the Contractor, Subcontractors, or lower-tiered Subcontractors, or any other person who performs a portion of the Work completed by this Contract, shall not be less than the Washington State prevailing wage rates paid for an hour's Work in the same trade or occupation in the County that the work is performed. The Contractor is required to pay the applicable prevailing wage rates in effect upon the Bid Due Date, which shall remain in effect for the duration of the Contract. A copy of the applicable wage rates is available for viewing at Kitsap Transit's Harborside Building. A hard copy will be mailed upon request.
- B) **Washington State Prevailing Wages:** May be found at the website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Kitsap Transit does not imply or warrant that the Contractor will find labor available at those rates.
- C) **Davis Bacon Wage Rates:** The Federal wage laws and rules apply. The hourly minimum rates for wages and fringe benefits are included as **Exhibit E**. When Federal wage and fringe benefit rates are listed, the rates match those identified by the U.S. Department of Labor's Wage Determination WA20230001 02/03/2023. Ten (10) days before the Bid Due Date, Kitsap Transit will review the Davis Bacon Wage Determination to ensure that the wage rates have not changed. If the rates have changed, the new rates will be sent out in an Addendum.
- D) **Wage Determinations:** It is the Contractor's sole responsibility to determine the category of prevailing wages it will have to pay. If more than one category of Work is applicable to the Project, the Contractor shall list them on the "*Statement of Intent to Pay Prevailing Wages*". If the Contractor is employing labor in a class not listed on the State schedule, the Contractor shall immediately contact the Industrial Statistician of the Washington State Department of Labor and Industries to determine the correct wage rate for that class and locality. The Statistician's decision shall be final, conclusive and binding on all parties.
- E) **Intents and Affidavits:** No payment will be made on this Contract until the Contractor and each and every Subcontractor, regardless of tier, has submitted to Kitsap Transit a "*Statement of Intent to Pay Prevailing Wages*" that has been approved by the Industrial Statistician of the Washington State Department of Labor and Industries (L&I). No release of retainage will be made until the Contractor and each and every Subcontractor has submitted to Kitsap Transit an "*Affidavit of Wages Paid*" that has been approved by L&I's Industrial Statistician. A receipt from L&I for filing these required prevailing wage documents is not an approval.
- F) **Filing Requirements:** Kitsap Transit recommends that Intent and Affidavit forms be submitted electronically with Labor and Industries to expedite verification of submittal; however, Kitsap

Transit will accept copies of approved forms submitted through paper procedures. In compliance with WAC 296-127, the Contractor agrees to pay L&I the appropriate processing fee for each Intent and Affidavit submitted to that Department for certification. All costs associated with such fees shall be included in the Bid Price as part of the fixed costs of overhead for this Contract, including any anticipated sub-contractor filing fees. Any change in the fee by L&I will not be grounds for revision in the Contract Amount.

- G) Posting of Notices:** The Contractor shall post the applicable prevailing wage rates in a location readily visible to workers at the job site, or as allowed by RCW 39.12.020, and shall include:
- 1) Contractor's registration certificate number;
 - 2) The prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020; and
 - 3) The estimated number of workers in each classification.

3.14 CONTRACT BONDS

- A) In the event the Surety becomes unacceptable to Kitsap Transit during the course of the Contract Work, or Kitsap Transit deems the Surety or Sureties to be inadequate, it may, upon written request and at the Contractor's cost and expense, require the Contractor to furnish bonds from another Surety to cover any remaining Work. Until the added Surety is furnished, payments on the Contract will stop.
- B) **Payment Bond:** The penal amount of the Payment Bond shall be for one hundred percent (100%) of the total Contract Amount, including all Change Orders and sales tax, conditioned upon the Contractor's payment of all Subcontractors and suppliers, taxes imposed under Title 82 RCW.
- C) **Performance Bond:** The penal amount of the Performance Bond shall be for one hundred percent (100%) of the total Contract Amount, including all Change Orders and sales tax, conditioned upon the Contractor faithfully performing all its obligations under this Contract within the time prescribed therein.
- D) Kitsap Transit may require additional bond protection if the Contract Amount is increased. The increase in protection shall equal one hundred percent (100%) of the increase in Contract price. Kitsap Transit may secure additional protection by directing the Contractor to increase the penal amount of the existing bonds or to obtain additional bonds.

3.15 RETAINAGE

For each payment made to the Contractor, an amount equal to five percent (5%) of the total pre-taxed amount earned by the Contractor shall be retained, including any additions or deletions by Change Order. Such amounts shall be withheld by Kitsap Transit for forty-five (45) days following the date of Final Acceptance or until any liens filed under RCW 60.28 are settled, whichever is later.

In accordance with RCW 60.28.011, the Contractor shall inform Kitsap Transit as to how monies may be retained by Kitsap Transit by selecting one of the following options on Kitsap Transit's "*Declaration of Option For Management of Statutory Retainage*" form: 1) Deposited in a non-interest bearing account; 2) Deposited in an interest-bearing account in a bank, mutual savings bank or savings and loan association; or 3) Placed in escrow with a bank or trust company.

The Contractor may furnish Kitsap Transit, at the Contractor's cost and at Kitsap Transit's option, a retainage bond of five percent (5%) of the Contract amount to be held in lieu of actual retainage.

3.16 PAYMENT

- A) Total payment shall not exceed the Contract Amount unless authorized herein by a written Change Order. Excluding retainage, and providing an L&I approved "*Statement of Intent to Pay Prevailing Wages*" for the Contractor and every Subcontractor has been received by Kitsap Transit, payment shall be made within thirty (30) days after Kitsap Transit's acceptance and approval of a properly executed invoice for Work completed. Incorrect invoices will be subject to rejection or correction. Pre-payments are not permitted.
- B) **Payment Requests:** Payment requests, including schedules, for the preceding month shall be submitted by the Contractor to the Engineer for review and certified approval prior to Kitsap Transit making any payment to the Contractor. Any subsequent changes shall be submitted at least twenty (20) days before the applicable request for payment using the agreed schedules. After the Engineer reviews the Contractor's pay request, a Certificate for Payment will be issued to Kitsap Transit to make payment within thirty (30) days of approving the invoice. Upon request of a Subcontractor, the Engineer will furnish, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Engineer and Kitsap Transit on account of portions of the Work done by such Subcontractor.
- C) **Progress Payments:** Kitsap Transit shall make monthly progress payments for Work performed by the Contractor. Progress payments will be based upon an agreed upon Schedule of Values, schedule of payments, critical milestones and any performance metrics. A breakdown of the Contract Amount shall be provided in enough detail to facilitate continued evaluation of applications for payment and progress reports. Payments will be reduced by five percent (5%) for retainage; Contractor invoices will reflect the retainage reduction.
- D) **Prompt Payment of Subcontractors:** The Contractor shall ensure that all Subcontractors and suppliers under this Contract are promptly paid to the fullest extent required by RCW 39.04.250, as may be amended. The Contractor is required to pay each Subcontractor performing Work under this prime Contract for satisfactory performance of that Work no later than thirty (30) days after the Contractor's receipt of payment for that Work from Kitsap Transit. In addition, the Contractor is required to return any retainage payments to those Subcontractors within thirty (30) days after the Subcontractor's Work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of Kitsap Transit.
- E) **Final Payment:** Shall be the release of the retained percentage to the Contractor. Retainage shall be released thirty (30) days following the date of Final Acceptance of the Work; provided that Kitsap Transit has received the following:
- (1) An "*Affidavit of Wages Paid*" for the Contractor and every Subcontractor as approved by the Industrial Statistician of the Department of Labor and Industries;
 - (2) A release of liability from the WA State Department of Labor and Industries (L&I), WA State Department of Revenue (DOR), and the Employment Security Department (ESD), or any claims that have been paid from L&I or DOR, whichever comes first.
 - (3) Lien releases for the Contractor and each Subcontractor and supplier who performed Work and provided supplies and materials for the Project. These conditional releases will be submitted to Kitsap Transit as soon as practical after completion of the Work. Kitsap Transit may provide release forms to the Contractor for distribution. If a lien claimant refuses to furnish a release, Kitsap Transit may withhold funds to defray the cost of lien foreclosure and to pay attorney's fees in an amount no less than 150% of the lien amount.
 - (4) Satisfaction of any lien claims or unpaid claims Kitsap Transit may have against the Contractor or, where applicable, the consent of the Surety to release retainage. In the event a claim is filed against the retainage, the Contractor shall be paid any portion of the retainage that is less than the amount sufficient to pay the claim and potential legal costs. If an

inadequate amount of money remains in the retainage to cover all claims due to be paid, the protections provided by the Payment Bond become applicable, excluding taxes.

- F) Payment does not in any way relieve the Contractor from its responsibility for the Work or to repair, replace, or otherwise make good defective Work, materials or equipment. Likewise, the making of any payment does not constitute a waiver of Kitsap Transit's right to reject defective or non-conforming Work, materials, or equipment, even though the same is covered by the payment, nor is it a waiver of any other rights of Kitsap Transit. Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in RCW 39.76.
- G) **Claims:** In the event a claim is filed against the retainage, Contractor shall be paid any portion of the retainage that is less than the amount sufficient to pay the claim and potential legal costs. If an inadequate amount of money remains in the retainage to cover all claims due to be paid, the protections provided by the Payment Bond become applicable, excluding taxes.

3.17 DELAYS – RESPONSIBILITY

In the event of delay to the Contractor in performing the Work resulting from the conduct or lack of conduct by Kitsap Transit or their Contractors, officers, employees, agents; or resulting from delay or failure of Kitsap Transit in making the site available; or in furnishing any items required to be furnished to the Contractor pursuant to the Contract Documents; or resulting from changes to the Project ordered by Kitsap Transit; or resulting from:

- (1) Extraordinary conditions of weather for the area and time of year, (Extraordinary conditions of weather shall not be deemed Extraordinary if they fall within two standard deviations from the mean of data recorded by the U.S. Weather Bureau for the Seattle/Tacoma metropolitan area over the last twenty (20) years. To preclude the difficulties of actual measurement, the parties hereto agree that weather data at the site shall be expressly deemed to be the same as that measured at the Seattle-Tacoma International Airport by the Environmental data and Information Service of the National Oceanic and Atmospheric Administration (NOAA) of the U.S. Department of Commerce),
- (2) War or national conflicts or priorities arising therefrom,
- (3) Fires beyond the reasonable control of the Contractor,
- (4) Acts of God,
- (5) Strikes or other labor disruptions, except for the first five working days of any strike or labor disruption,
- (6) Any other causes beyond the Contractor's reasonable control (but not including delays caused by the Contractor, Subcontractors of any tier or suppliers); and for no other cause or causes,
- (7) Epidemic/Pandemic

The Contractor shall be entitled to an extension of time, and cost as appropriate, with regard to the time for completion of the Project and only by the amount of time the Contractor is actually delayed thereby in the performance of the Project, provided notice is given and claim is made, both as hereinafter provided. It shall be Contractor's burden to prove that a delay exists for which an extension of time is allowable.

3.18 SUSPENSION OF WORK

The Engineer may, with Kitsap Transit's approval, direct that all or any part of the Work be suspended for such time period as the Engineer deems proper because of unsuitable weather or other conditions beyond the control of Kitsap Transit and the Contractor, which prevents satisfactory performance of the Work. The Contractor shall immediately comply with the directive to suspend Work. The Contractor shall resume the suspended Work when so directed by the

Engineer. Such suspension of Work shall not be grounds for a claim by the Contractor for an increase in the Contract Amount; however, Contract Time may be adjusted in accordance with the provisions herein unless the Engineer concludes that the Contractor could have performed the suspended Work if the Contractor had diligently prosecuted the Work prior to such suspension. Kitsap Transit may also suspend Work for its convenience and without cause, after giving the Contractor ten (10) days written notice. In the event such suspension causes a change in the Contractor's cost or time of performance of the Work, the Contractor shall be entitled to make a claim for a change in Contract Time and Contract Amount as set forth elsewhere herein.

3.19 KITSAP TRANSIT'S RIGHT TO STOP WORK

If the Contractor fails to perform the Work in accordance with the Contract Documents, fails to correct defective Work, or fails to comply with any other directive issued by Kitsap Transit, Kitsap Transit may order that the Contractor stop all or any portion of the Work until the cause for such order is eliminated. In the event of an order to stop Work, the Contractor shall not be entitled to any increase in the Contract Time or Contract Amount, nor to any damages or relief from liability, on account of such order to stop Work.

3.20 DISRUPTIONS CAUSED BY LABOR OR OTHER DISPUTES

- A. The term "dispute" as used in this paragraph includes labor-related and non-labor-related disputes, whether or not the persons or other entities involved in the dispute have an employment relationship with either the Contractor or Kitsap Transit. Examples of such disputes include, but are not limited to: informational or other picketing, and all other forms of concerted or non-concerted activity. The Contractor shall pay all attorneys' fees and expenses incurred by Kitsap Transit in establishing and enforcing Kitsap Transit's rights whether or not suit was instituted.
- B. The Contractor shall take all reasonable steps to prevent all disputes arising from the presence of or the performance of the Work by the Contractor, its Subcontractors and lower tier Subcontractors, suppliers, or other persons performing any of the Work, from disrupting the Project or otherwise interfering with access to Kitsap Transit property by Kitsap Transit, its agents, employees, tenants or employees thereof, or other Contractors engaged on or near the site of the Project. If such a dispute disrupts the Project or interferes with access to Kitsap Transit property, the Contractor shall promptly and expeditiously take all reasonable action to eliminate or minimize such disruption or interference, including but not limited to:
 - Utilizing all reasonable means to prevent all unlawful conduct or picketing, or to restrict all lawful picketing or other activities to a single entrance to Kitsap Transit property;
 - Policing entrances to assure that only authorized personnel may use the same;
 - Posting notices or signs which advise interested persons and labor organizations that a particular entrance to Kitsap Transit property is for the employees of "primary" or, as the case may be, "neutral" employers;
 - Notifying all interested labor organizations or the "primary" or "neutral" status of particular entrances;
 - Upon request of Kitsap Transit, altering or rerouting the access to the Project;
- C. In the event any such picketing or activity is unlawful or has a secondary impact upon the employees of neutral employers, tenants or their suppliers or Contractors, promptly and expeditiously taking appropriate action to seek recourse through the appropriate governmental agency or State or Federal courts to limit the location of such picketing so as to reduce the impact thereof upon neutral employers. Kitsap Transit will cooperate with the Contractor to accomplish the foregoing actions and will render its assistance where appropriate; however, Kitsap Transit shall have the right, without providing additional compensation to the Contractor, to direct the Contractor to modify any of the foregoing actions which the Contractor has taken or plans to take, or to overrule such actions, to designate the entrances to be used as "primary" or "neutral"

entrances, and to take appropriate legal action in order to protect the interests of Kitsap Transit and those of its tenants and other Contractors.

- D. The foregoing actions to be taken by the Contractor are the Contractor's primary responsibility. Neither the failure of Kitsap Transit to request the Contractor take a specific action, nor the exercise by Kitsap Transit of its rights under this paragraph, shall modify, constitute a defense to, or waiver the obligations imposed upon the Contractor in this paragraph. Failure to take the action described above or to comply with the directives of Kitsap Transit shall be considered a material breach of the Contract.

3.21 CHANGES IN THE WORK AND CHANGE ORDERS

- A) Change Orders shall be the only acceptable way to modify the Contract Amount or Contract Time. No oral statement by any person shall change or modify the Contract. Should any changes to the Contract Work be required, the Contractor or Kitsap Transit shall refer same to each other before Work which deviates from the original requirements is started. All mutually agreed upon changes must be made in writing and incorporated into the Contract Documents through the execution of a Change Order by Kitsap Transit, or the Engineer, which shall provide for any increase or decrease in the Contract Time, Contract Amount, or both as caused by such change. Such changes shall not invalidate or nullify any portion of the Contract Documents nor release the Contractor's Surety. In event of disagreement on the necessity of such changes, Kitsap Transit's decision shall be final.
- B) **Contractor Requested Changes:** Any other written or oral direction, instruction, interpretation or determination (collectively, "order") from any source that the Contractor believes may cause any change in cost, in time, or both, shall be treated as a Change Order under this clause; provided that the Contractor gives Kitsap Transit written notice within five (5) calendar days of having known of the occurrence of the event giving rise to the change. The notice must state the date, circumstances, cost details, time implications, source of the order and a certification that the Contractor regards the order as a necessary change. The Contractor's Change Request shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Amount and/or Contract Time, including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption to schedule, or loss of efficiency or productivity occasioned by the Change in Work.
- C) **Owner Directed Changes:**
- (1) Kitsap Transit may make at any time during the Work, without notice to the Surety and by written order designated or indicated to be a Change Order, any changes in the Work within the general scope of the Contract, including but not limited to the following:
 - Deleting any part of the Work;
 - Increasing or decreasing quantities;
 - Altering Specifications, designs, or both;
 - Altering the way Work is to be done;
 - Adding new Work;
 - (2) For any change requested by Kitsap Transit, the Contractor shall submit to the Engineer, within seven (7) calendar days of Kitsap Transit's request, a detailed price and time schedule proposal supported with documentation that reflects all cost and time related impacts on the Contract. The proposal shall be prepared in accordance with provisions hereunder and shall include a complete breakdown of direct costs of both deletions and additions directly attributable to the proposed change in the Work.
 - (3) Any Field Directive, response to Requests for Information (RFI), or other written directive, interpretation, instruction or determination (hereinafter referred to as "Direction") provided by

Kitsap Transit or the Engineer, is not considered a Change Order or a change to Contract requirements and shall not constitute, in and of itself, entitlement to an adjustment in Contract Price, Contract Time, or both.

D) **Cardinal Change:** Any change exceeding twenty-five percent (25%) of the Contract Amount is considered a "Cardinal Change" and will not be permitted regardless of whether or not the change is "in-scope" or a significant change. For purposes of this Contract, a significant change is when the character of the Work as altered differs materially in kind or nature from that originally included in the solicitation.

E) **Time Extension:**

- (1) Requests for a time extension shall only be limited to the effect on the Critical Path of the Contractor's approved Progress Schedule attributable to the change or event giving rise to the request. As used herein, "Critical Path" means the longest, continuous sequence of interrelated activities that begins on the date Kitsap Transit issues a Notice To Proceed and extends to Substantial or Final Completion of the Project.
- (2) To be considered, the request shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of the time requested. The request shall include an updated schedule that supports the request and demonstrates that the change or event: (1) Had a specific impact on the Critical Path, and except in cases of concurrent delay, was the sole cause of such impact; and (2) Could not have been avoided by resequencing of the Work or by using other reasonable alternatives.
- (3) In evaluating any request, the Engineer will consider how well the Contractor used the time from the Notice to Proceed up to the point of the delay and the effect the delay has on any completion times included in the Specifications or Scope of Work. The Engineer will evaluate and respond within seven (7) calendar days of receiving the request.
- (4) The authorized time for Physical Completion will be extended for a period equal to the time the Engineer determines the Work was delayed because of: Adverse weather, providing the Engineer had not already declared the time to be unworkable and the Contractor has filed a written protest according the provisions herein; Any action, neglect, or default of Kitsap Transit, its officers, or employees, or of any other Contractor employed by Kitsap Transit; Fire or other casualty for which the Contractor is not responsible; Strikes; and Any other conditions for which these Specifications permit time extensions.

F) **Equitable Adjustment:**

- (1) Except as specifically provided for herein, the Contractor is not entitled to an equitable adjustment, and Kitsap Transit will have no obligation or liability, on account of a change in the Work that is not made through a properly executed Change Order. The method of how a Change Order will be priced, be it negotiated lump sum or unit price, is solely at Kitsap Transit's discretion. Nothing in this Section shall be deemed to require a change in the Contract Amount when additional, extra, or changed Work is the result of an estimating, contracting or engineering error by the Contractor. In no event shall the Contractor be entitled to compensation for the loss of anticipated profits on deleted, terminated, or uncompleted Work or consequential damages of any kind. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after Final Payment under this Contract.
- (2) If any change under this provision causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any order, an equitable adjustment shall be made and the Contract modified in writing accordingly, provided; however, that except for claims based on defective Specifications, no claim for any Contractor requested change shall be allowed for any costs

incurred more than seven (7) calendar days before the Contractor gives proper written notice as herein required; and provided further, that in the case of defective Specifications for which Kitsap Transit is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective Specifications.

- (3) If the Contractor intends to assert a claim for an equitable adjustment under this paragraph, it must, within seven (7) calendar days after receipt of a written Change Order by Kitsap Transit, or the furnishing of a written notice to Kitsap Transit, submit to Kitsap Transit a written proposal ("**Change Request**") further setting forth the general nature, time implications, monetary extent of such claims, and a certification that the Contractor regards the order as a necessary change, unless this period is extended by Kitsap Transit. The Contractor may request, in writing, an extension in time to submit the Change Request.
- (4) The Contractor's Change Request shall include detailed price calculations for the proposed change, which shall itemize the cost of all labor, materials, equipment, and any other allowable direct costs for the Contractor and, further, shall be accompanied by the signed Bids of any Subcontractors or suppliers who will perform any portion of the change in the Work or will furnish materials or equipment for incorporation therein. Each labor classification shall be broken out in detail. Any aggregate labor total will NOT be acceptable. The Contractor's Change Request shall also show as a separate item, the proposed amount for markup, contingency, overhead and fee.

No allowance for increasing the bonds will be made. The same level of detail required for the Contractor's Change Request shall be included in all Subcontractor quotations.

- (5) Overhead and profit percentage markups shall not exceed those specified as allowed under this Section and shall be deemed to cover all costs and expenses of any nature whatsoever, including without limitation those for general condition items such as clean-up, protection, supervision, estimating, field operations, small tools and security, which the Contractor or any of its Subcontractors may incur in the performance of or in connection with a Change in the Work and which are not otherwise specifically recoverable by them pursuant to this Section. The parties agree and acknowledge that the adjustments to Contract Amount and Contract Time, if any, contained in a Change Order shall constitute the total and complete compensation and remedy for the Change in the Work, including any effect of the individual change and any cumulative effects prior to Change Orders on the Work as a whole, and all direct and indirect costs of whatsoever kind or nature, including, without limitation, overhead, extended overhead, profit, impact costs, ripple costs, delay costs, inefficiency costs, and all other special, incidental and consequential damages.
- (6) Upon receipt of the Contractor's fully documented Change Request, Kitsap Transit may accept or reject the Request, request further documentation, negotiate acceptable terms with the Contractor, or inform the Contractor that additional time is needed to evaluate the Change Request. Under such circumstances, Kitsap Transit will identify a date certain when a decision on the Change Request will be made. For any Change Request which has merit, Kitsap Transit will initiate a written Change Order to the Contractor. If Kitsap Transit and the Contractor reach an agreement on the terms and conditions of the Change Request, including any adjustment in Contract Amount or Contract Time, such agreement shall be incorporated into a Change Order and signed by both parties. This bilateral Change Order shall represent full and complete payment, time adjustments, and final settlement of all changes and claims for direct, indirect, and consequential costs, including cost of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity, related to any Work either covered or affected by the Change Order, or related to the events giving rise to the bilateral Change Order.

- (7) If the change in the Work will result in a decrease in the Work to be performed on the Project, the Contract Amount will likewise be decreased by an amount equal to the estimated cost of the Work as contained in the Contractor's or Subcontractors' underlying Bid, Bid, or Schedule of Values. Further, if such decrease in the Work will result in a decrease in the time required to complete the Project, then the Contract Time will be reduced by the length of time fairly attributable to such decrease in the Work.
- (8) If Kitsap Transit and the Contractor are unable to reach an agreement on the terms and conditions of the Change Request, including any adjustment in Contract Amount or Contract Time, the Contractor may request in writing, at any time, a final offer from Kitsap Transit. Kitsap Transit shall provide the Contractor with its written response within thirty (30) calendar days of the Contractor's request. Kitsap Transit may also provide the Contractor with a final offer at any time. If the Contractor rejects Kitsap Transit's final offer, or the parties are otherwise unable to reach agreement, the Contractor's only remedy shall be to file a claim as provided in the claims section.
- G) **Unilateral Change Order:** If Kitsap Transit and the Contractor are unable to reach an agreement concerning adjustment in the Contract Amount or Contract Time caused by a change in the Work, Kitsap Transit may unilaterally issue a Change Order in its sole discretion without invalidating the Contract and without notice to the Surety, implementing changes within the general scope of the Contract and directing the Contractor to perform the Work as changed. The Change Order may embody such terms as Kitsap Transit deems appropriate and the Contractor shall promptly and diligently perform the Work in the most efficient, economical, and workmanlike manner, consistent with the best interest of Kitsap Transit, and shall not slow or stop the progress of the Work pending resolution of any such disputes. The Contractor shall be entitled to seek compensation in the Contract Amount or Contract Time to the extent directly caused by the change in Work. If the Contractor disagrees with the adjustment in Contract Price or Contract Time as indicated in the Unilateral Change Order, it may file a claim in accordance with Paragraph 4.27 – Claims. Unless Kitsap Transit agrees in writing to the contrary, the Contractor shall only be permitted to perform changes in the Work with its own forces if the Contractor was the entity that performed, or was contemplated to perform, the original Work of the trade in question.
- H) **Differing Site Conditions:**
- (1) In the event the Contractor encounters: (1) pre-existing subsurface or latent physical conditions at the worksite which differ materially from those indicated in the Contract Documents; or (2) unknown physical conditions of an unusual nature at the worksite which differ materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in the Contract Documents, and such conditions cause an increase in Contractor's cost or time of performance, the Contractor may be entitled to an equitable adjustment in the Contract Time, Contract Amount, or both.
- (2) The Contractor shall promptly notify the Engineer orally of such encounter and, no later than seven (7) calendar days after having known of the occurrence and before the conditions are disturbed, the Contractor shall furnish Kitsap Transit written notice of the changed conditions or other conditions for which an equitable adjustment in Contract Amount or Contract Time is desired.
- (3) If such notice is not given prior to the condition being disturbed, or other action being taken by the Contractor which may result in a claim for an increase in the Contract Time or the Contract Amount, or such condition is disturbed before Kitsap Transit directs the Contractor to proceed with the Work despite the condition, Kitsap Transit's right to address the changed conditions will be deemed to be prejudiced and the Contractor will be deemed to have waived any claim for extra compensation or extension of the Contract Time on account of any additional or different Work (including labor, materials and equipment) required because of

such condition. Oral notice alone by the Contractor to Kitsap Transit, or the Engineer, regarding such condition shall not be adequate to avoid such waiver.

- (4) Upon receiving the Contractor's written notification, Kitsap Transit shall promptly investigate the worksite conditions and if the Project Manager determines that conditions exist which entitle the Contractor to an equitable adjustment in the Contract Amount to account for performance of the Work involved, and the additional Contract Time, if any, required to perform such Work, whether or not changed as a result of the conditions, then an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly. The Engineer will notify the Contractor of his/her determination whether or not an adjustment of the Contract is warranted.
- (5) If Kitsap Transit determines, upon concurrence by the Engineer, that different site conditions do not exist and no adjustment in costs or time is warranted, such determination shall be final. If the parties are unable to agree on an equitable adjustment, Kitsap Transit may nevertheless issue a Unilateral Change Order directing the Contractor to perform the changed Work pursuant to the paragraph below.

I) Contractor's Obligation to Proceed:

- (1) A request by Kitsap Transit, or the Engineer, to the Contractor for a change proposal shall not constitute authorization for the Contractor to proceed with any such proposed change in the Work, nor shall such request justify any delay in the performance of existing Work. Pending agreement on the terms and conditions of any Change Order in writing, Kitsap Transit, or the Engineer, may direct the Contractor to proceed immediately with the Work in question, in which event the Contractor shall promptly and diligently proceed with any changed Work, in accordance with the Contract Documents, so as to avoid delay and minimize any increase in the time required for performance of the Work. The Contractor shall keep daily records of the costs incurred in connection with such Work and submit daily timesheets to Kitsap Transit accordingly. The Engineer's action in approving timesheets submitted by the Contractor shall not be construed as acceptance of the Contractor's position regarding the need for the magnitude of an equitable adjustment for such Work. An inadvertent payment made by Kitsap Transit for Work not specifically authorized in writing by Kitsap Transit shall not constitute evidence or acknowledgement of Kitsap Transit's liability for such payment.
- (2) Subject to Sections 3.21 B and C above, no later than thirty (30) calendar days from the "Satisfactory Completion" of any additional Work, the Engineer shall prepare and issue to the Contractor either an agreed upon Bilateral Change Order or Unilateral Change Order, including any adjustment in the Contract Amount, Contract Time, or both. As used herein, "Satisfactory Completion" means that the Engineer shall have confirmed in writing that all tasks have been completed to the reasonable satisfaction of Kitsap Transit, including submittal by the Contractor of all required time and cost documentation. Satisfactory Completion does not mean Substantial Completion. In no event shall the Contractor proceed with any change in the Work until it has obtained a fully executed Change Order or written order or direction from the Engineer to proceed.

3.22 PROTEST PROCEDURE FOR CHANGE ORDERS

- A) The Contractor accepts all requirements of a Change Order by: 1) endorsing it, 2) writing a separate acceptance, or 3) not protesting in the way this Section provides. A Change Order that is not protested as provided in this Section shall be full payment and final settlement of all claims for Contract Time and for all costs of any kind, including but not limited to that for labor, materials, equipment, overhead, fee (profit), costs of delays, and damages (direct or indirect), or any other claim for damages of any kind or nature, if any, related to any Work either covered or affected by the change. By not protesting as this Section provides, the Contractor also waives any additional

entitlement and accepts from the Engineer any written or oral order, including directions, instructions, interpretations, and determinations.

- B) If the Contractor disagrees with any of the terms of a Change Order, the Contractor shall give immediate oral notice of protest to the Engineer, prior to performing the Work, and shall submit a written protest within ten (10) calendar days of the Contractor's receipt of the Change Order. The protest shall identify the point of disagreement, those portions of the Contract Documents believed to be applicable, and an estimate of quantities and costs involved in the change. When protest of a Change Order relates to compensation, the Contractor shall keep full and complete records of the cost of such changed Work and shall permit Kitsap Transit to have access to those records as requested to enable Kitsap Transit to evaluate the merits of the protest.
- C) A protest shall not relieve the Contractor of its obligation to proceed without delay with the Work as directed in the Change Order. No adjustment to the Contract Amount or Contract Time will be made on account of Work performed preceding the Contractor giving oral notice of protest to the Engineer to be followed by written protest as required herein.
- D) Within fourteen (14) calendar days of the Engineer's receipt of written notice above, the Contractor shall provide the following details:
 - (1) A detailed factual statement of the claim for a change in the Contract Amount and Contract Time, if any, providing all necessary dates, locations and items of Work affected by the claim;
 - (2) The date on which facts arose which gave rise to the claim;
 - (3) The name of each employee or agent or consultant of Kitsap Transit knowledgeable about the claim;
 - (4) The specific provisions of the Contract Documents which supported the claim;
 - (5) The identification of any documents and the substance of any oral communications that support the claim;
 - (6) Copies of any identified documents, other than the Contract Documents, that support the claim;
 - (7) If an adjustment in Contract Time is sought, the specific days and dates for which it is sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its progress schedule to demonstrate the reason for the extension in Contract Time (time impact analysis);
 - (8) If an adjustment in the Contract Amount is sought, the exact amount sought and a breakdown of that amount; and
 - (9) A statement certifying, under penalty of perjury, that the claim as submitted is made in good faith, that the supporting cost and pricing data are true and accurate to the best of the Contractor's knowledge and belief, that the claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Amount or Contract Time for which the Contractor believes Kitsap Transit is liable. The individual signing such certification shall be a duly authorized representative of the Contractor who has the necessary and appropriate authority and responsibility to commit the Contractor to the truthfulness of the certification.
 - (10) A statement that the claim covers all changes in cost and in time (direct, indirect, impact, consequential, and otherwise) to which the Contractor and all subcontractors and suppliers of any tier are entitled.
- E) Kitsap Transit shall be entitled to recover its costs incurred for analysis/administration of processing and evaluating a claim to the extent a portion of the claim that is determined to be not

recoverable from Kitsap Transit. The cost of reimbursement will be the percentage of the original claim that is determined to be not recoverable times the cost of analysis/administration.

3.23 FINAL INSPECTION

If the Contractor does not expeditiously proceed with correctional completion of the listed deficiencies identified in the Final Inspection, Kitsap Transit may, in its sole discretion, remove such items from the Scope of Work by Change Order. In such instance, Kitsap Transit may choose to: 1) have the Work performed by another Contractor with the cost of such Work to be deducted from the amount due the Contractor or claimed against the retained percentage, or 2) accept a credit for the uncompleted Work to be deleted by Change Order, with the amount of the credit to be negotiated between the parties. The costs incurred by Kitsap Transit to conduct re-inspections of uncompleted Punch List items may be offset from any monies due the Contractor. The rights provided Kitsap Transit under this Section shall not relieve the Contractor of its responsibilities as required under any other provisions of the Contract Documents.

3.24 FINAL COMPLETION AND FINAL ACCEPTANCE

- A) **Final Completion**: Shall mean final approval of the Project only in that the Contract Work has been physically performed, cleaned up, and completed in accordance with the Contract terms and conditions; however, the Contractor may still have Punch List items to complete and Record Documents, warranties and other documents to submit to Kitsap Transit.
- B) **Final Acceptance**: Shall mean that the Project is complete in accordance with the Contract Documents AND has been performed to the full satisfaction of Kitsap Transit. Acceptance shall not constitute acceptance of unauthorized or defective Work, material or equipment. Kitsap Transit shall not be barred by acceptance from requiring the Contractor to remove, replace, repair, or dispose of unauthorized or defective Work, material, or equipment or from recovering damages for same. A "*Certificate of Final Completion and Final Acceptance*" will be issued by Kitsap Transit provided that:
- ✓ The physical Work on the Project is complete and the Contractor has satisfactorily demobilized.
 - ✓ The Contractor has cleaned up and properly disposed of all refuse resulting from the Work and the Project Site is free of construction debris
 - ✓ All certificates of disposal and recycle have been submitted and approved
 - ✓ All temporary locks, keys or other items loaned or signed-out to the Contractor, Subcontractors, suppliers and vendors are returned to Kitsap Transit.
 - ✓ Project Record Documents, drawings, manuals, and warranties have been submitted to Kitsap Transit and approved by the Project Manager.
 - ✓ Outstanding claims are settled, or are identified in writing by the Contractor as unsettled at the time of application for Final Payment.
 - ✓ An invoice representing 95% payment of the Contract Amount, less any progress payments, has been requested.
 - ✓ Kitsap Transit's Project Manager approves Final Acceptance.
- C) The date of Final Acceptance further marks the start of the forty-five (45) day waiting period for any liens or claims against the Contractor's retainage before releasing the retained funds. Final Acceptance may not be given if any claims previously made in writing and identified by the Contractor, a Subcontractor, or material supplier remain unsettled at the time of the Contractor's application for Final Payment.

- D) Neither Final Completion nor Final Acceptance shall relieve the Contractor of the responsibility to indemnify, defend, and protect Kitsap Transit against any claim or loss resulting from the failure of the Contractor or its Subcontractors to pay all laborers, mechanics, Subcontractors, suppliers, or any industrial insurance and medical aid required under Title 51 RCW.

3.25 PROJECT CLOSEOUT

In addition to any Contract close-out requirements stated elsewhere in the Contract Documents, the Contractor shall submit to Kitsap Transit's Contracts Administrator, upon Final Acceptance of the Work, the following items:

- 1) An L&I approved "Affidavit of Wages Paid" for Prime and all Subcontractors.
- 2) An invoice representing 5% Final Payment for retainage.
- 3) Certificate of payment of State excise taxes, if applicable.
- 4) Release of any outstanding claims.

3.26 FORFEITURE OF CONTRACT

- A) Should the Contractor, at any time, refuse or neglect to supply a sufficiency of skilled workmen or of material of the proper quantity or quality, or fail in any respect to prosecute the Work with promptness and diligence, or fail in the performance of any of the agreements herein contained, Kitsap Transit may, at its option, after giving ten (10) calendar days written notice to the Contractor, provide such sufficiency of labor and materials and deduct the cost thereof from any monies due or thereafter to become due under this Contract. In the event of such refusal, neglect, or failure, Kitsap Transit may, by written notice to the Contractor and its Surety or its representative, or if the Contractor abandons the Work undertaken under the Contract, Kitsap Transit may, at its option with such written notice to the Surety and without any written notice to the Contractor, transfer the employment of said Work from the Contractor to the Surety. Upon receipt of such notice, the Surety shall enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the Work included under this Contract, and employ by Contract or otherwise, any person or persons to finish the Work and provide the material therefore, without termination of the continuing full force and effect of the Contract.
- B) In case of such transfer of employment to the Surety, the Surety shall be paid in its own name on estimates covering the Work subsequently performed under the terms of the Contract and according to the terms hereof, without any right of the Contractor to make any claim for the same or any part thereof. In lieu of the foregoing, if Kitsap Transit so elects, it may terminate the employment of the Contractor for said Work and enter upon the premises and take possession of all materials, tools and equipment thereon for the purposes of completing the Work included under the Contract, and employ by Contract or otherwise, any person or persons to finish the Work and provide the materials therefore. In case of the discontinuance of employment by Kitsap Transit as aforesaid, the Contractor shall not be entitled to receive any further balance of the amount to be paid under this Contract until the Work shall have been fully finished. At this time, if the unpaid balance of the amount to be paid under this Contract exceeds the expense incurred by Kitsap Transit in finishing the Work, and all damages sustained or which may be sustained by Kitsap Transit by reason of such refusal, neglect, failure or discontinuance of employment, such excess shall be paid by Kitsap Transit to the Contractor. If such expense and damages shall exceed the unpaid balance, the Contractor and its Surety and each thereof shall be jointly and severally liable therefore to Kitsap Transit and shall pay the difference to Kitsap Transit.
- C) Notwithstanding the foregoing, Kitsap Transit, in the event of the Contractor's breach of the Contract, reserves the right to terminate the Contractor and exercise any and all remedies at law or in equity.

3.27 CLAIMS

- A) A "claim" is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, and extension of time or other relief with respect to the terms of the Contract. All claims shall be made in writing. The responsibility to substantiate claims shall rest with the party making the claim.
- B) **Notice of Intent to Claim:** It is an express condition of the Contractor's right that to make a claim, or to receive any recovery or relief under or in connection with the Contract, the Contractor must submit a written "Notice of Intent to Claim" to Kitsap Transit within seven (7) calendar days of the Contractor having known of the event, or commencement of the event giving rise to the claim. If the event or occurrence is claimed to be an act of omission of Kitsap Transit, notice shall be given prior to the commencing of the portion of Work to which such alleged act or omission relates. The written "Notice of Intent to Claim" shall set forth: 1) the reasons for which Contractor believes additional compensation will or may be due; 2) the nature of the costs involved; 3) the Contractor's plan or action for mitigating such costs; and 4) if ascertainable, the amount of the potential claim.
- C) Failure to comply with the provisions hereof shall constitute a waiver by the Contractor of any right, equitable or otherwise, to bring any such claim against Kitsap Transit.
- D) **Written Claim:** Within ten (10) calendar days of Kitsap Transit's receipt of the written Notice of Intent to Claim, the Contractor shall provide Kitsap Transit, at a minimum, the following details:
- 1) The date and a detailed description of the event giving rise to the Claim;
 - 2) A detailed statement of the nature of all impacts to the Contractor and all others, if any, affected by the Claim event;
 - 3) A detailed breakdown and calculation of the amount of the adjustment in Contract Amount, if any, sought by the Contractor for itself and for others, if any, together with substantiation and backup for all costs;
 - 4) A detailed explanation of the amount of the adjustment to Contract Time, if any, sought by the Contractor, together with Critical Path Method (CPM) schedule analysis showing the claimed impact on the Project completion date asserted by the Contractor;
 - 5) A detailed analysis and substantiation for other relief, if any, sought with respect to the terms of the Contract; and
 - 6) A statement of all provisions of the Contract Documents upon which the Claim is based.
- E) The Contractor's failure to submit any claim in writing within the relevant time and in the manner prescribed shall waive any relief that might otherwise be due with respect to such claim. Pending final resolution of a Claim, the Contractor shall proceed diligently with performance of the Contract. Kitsap Transit will continue to make proper payments for Work items that are undisputed and in accordance with the Contract.
- F) The Contractor and Kitsap Transit acknowledge and agree that this Section has been specifically negotiated and they hereby waive all claims against each other for the following damages that may arise out of or relate to this Contract and Project, incurred by the Contractor (and those for whom the Contractor is responsible) for principal or home office expenses including, without limitation, the compensation of personnel stationed there, for losses of bonding capacity, and for loss of profit other than anticipated profits arising directly from Work performed.
- G) **Time and Schedule:** If the Contractor claims entitlement to an extension of time to complete the Project, it shall be the Contractor's responsibility to prove that the delay in completion of the Project was caused specifically by a delay in a portion of the Project that was on the critical path of the approved Progress Schedule. Each Claim must be submitted in writing no later than seven (7) calendar days after the delay occurs and shall be accompanied by a revised Progress

Schedule reflecting the effects of the delay and Bids to minimize these effects. If no Progress Schedule has been submitted to Kitsap Transit reflecting conditions prior to delay for which relief is sought, then a Progress Schedule so reflecting these conditions shall be prepared and submitted with the Claim.

- H) **Additional Records and Audit:** The Contractor shall be responsible to furnish, when requested by Kitsap Transit, such further information and details as may be required to determine the facts or contentions involved in said Claim. The Contractor agrees to give Kitsap Transit access to account books, records or other materials relating to the Work and shall cause its Subcontractors to do the same so that Kitsap Transit can investigate such Claim. The right of audit shall continue throughout the claims and/or dispute processes described herein. Depending upon the grounds for relief and the nature of the relief sought, additional submittals and conditions upon submitting claims may be required, as set forth elsewhere in the Contract.
- I) **Review Timeframe:** Kitsap Transit shall be entitled to reasonable time, in no case more than thirty (30) calendar days, after it receives the written Claim accompanied by proper supporting documents and evidence, in which to investigate, review and evaluate such Claim. When Kitsap Transit has completed its investigation, review, and evaluation, it will advise the Contractor of the relief, if any, to which it has found the Contractor to be entitled. Should the Contractor not be satisfied with Kitsap Transit's findings, the disputes resolution process outlined in the Contract may be used within fourteen (14) calendar days after being so advised thereof. The Contractor shall submit written notice of a dispute within this fourteen (14) day period. In no event shall claims be made after Final Payment is made under the Contract completion provisions. A claim will cease to be a claim if, at any time, a Change Order or Contract Amendment resolving the issue is signed by both parties.

3.28 AUDIT OF RECORDS

- A) Original accounting records and all other relevant records pertaining to the Work performed under this Contract by the Contractor shall be open to inspection and audit by representatives of Kitsap Transit during the Contract Time and for a period of not less than three (3) years after the date of Final Acceptance or Contract termination, and the Contractor shall retain such records for that period. Where payment for equipment, materials, labor or other incidentals thereto is based on the cost to parties other than the Contractor, the Contractor expressly guarantees that the records of such other parties shall be open to inspection and audit by representatives of Kitsap Transit on the same terms and conditions as the records of the Contractor.
- B) Kitsap Transit shall have the right to seek reimbursement of any amount it determines was overpaid to the Contractor. If an audit is to be commenced more than ninety(90) days after Final Acceptance, the Contractor will be given reasonable notice of the time when such audit is to begin. The Contractor agrees that no claim shall be made against Kitsap Transit for the Work described herein unless the Contractor makes available to Kitsap Transit all records to be maintained in accordance with this subparagraph.

3.29 FEDERAL CONTRACT CLAUSES AND CERTIFICATIONS:

The Contractor shall certify to the best of its knowledge and belief, that it has or has not read and understood the FTA Contract Clauses and Certifications (**Exhibit F**) as they pertain to the Project using 'Contractors Certification of Acknowledgment Federal Transit Administration Contract Clauses and Certifications FTA Master Agreement 30.

END OF SECTION 3

**INDEPENDENT CONTRACTOR AGREEMENT
CONTRACT NUMBER: KT XX-XXX**

TITLE: {Title}

TERM: 12:01 a.m. PDT on Month Date, 20__ through 11:59 p.m. PDT on Month Date, 20__.

PARTIES: KITSAP TRANSIT

60 Washington Ave., Ste 200, Bremerton, WA 98337
Phone: 360-824-4941 / Fax: 360-377-7086

CONSTRUCTION COMPANY (CONTRACTOR)

Address: _____
Phone: _____ / Fax: _____

THIS AGREEMENT is made and entered into this _____ day of Month, 20__ by and between the KITSAP TRANSIT SYSTEM, a Washington municipal corporation, hereinafter called "KITSAP TRANSIT", _____, hereinafter called the "CONTRACTOR".

In consideration of the terms and conditions contained herein, and attached and made a part of this Agreement, the parties hereto covenant and agree as follows:

1. **Contract Documents:** This Agreement; the Bid Documents for IFB # KT XX-XXX in its entirety, including the Plans, Appendices and any Attachments; Contractor's submitted Bid and any supplemental items, as accepted by Kitsap Transit; All Addenda issued prior to and all modifications issued after execution of this Contract; shall constitute the Contract Documents and are complementary. These form the Contract and all are as fully a part of the Contract as if attached to this Contract or repeated herein.
2. **Performance:** The Contractor shall diligently perform all Work and furnish all tools, materials, and equipment in accordance with and as described in the attached Bid Documents and Contract Drawings; and as directed shall perform any changes in the Work in accordance with the Contract Documents; and shall provide and bear the expense of all equipment, Work and labor, of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the Work provided for in these Contract Documents, except any items mentioned therein to be furnished by Kitsap Transit.
3. **Time of Performance:** The Contractor shall commence the Work under this Contract effective upon receipt of a written Notice to Proceed and shall continue in good faith and effort to Final Completion status within NUMBER (XX) Calendar Days of said Notice; weather permitting.
4. **Rate of Payment Shall Not Exceed \$** as set forth on the Contractor's Bid Form, attached herein by reference, unless a written Change Order is permitted pursuant to ARTICLE 6.00 hereunder and elsewhere in the Contract Documents. Kitsap Transit shall pay the Contractor in current U.S. funds subject to the terms, conditions, additions and deductions as provided in the Contract Documents.
5. The parties accept that this Agreement is the complete expression of the terms hereto and any oral representation or understandings not incorporated herein are excluded. Further, any modification of the Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of Contract and cause for termination. The parties also agree that the forgiveness of the non-performance of any provision of this Agreement does not constitute a waiver of all other provisions of this Agreement. It is further provided that no liability shall attach to by reason of entering into this Contract, except as provided herein.

ARTICLE 1.00 ADDITIONS OR DELETIONS

Kitsap Transit reserves the right to add or delete items, agencies, or locations, as determined to be in its best interest, provided such items, agencies or locations are related to those on Contract and will not

represent a significant increase or decrease in size or scope of the Contract. Such additions or deletions will be by mutual agreement, will be at prices consistent with the original Bid, and will be evidenced by issuance of a written Contract Amendment issued by Kitsap Transit in accordance with ARTICLE 6.00 below.

ARTICLE 2.00 ASSIGNMENT

The Contractor shall not assign its obligations, transfer any interest, or sublet the service provided under this Contract, or any part thereof, without prior written consent of Kitsap Transit nor shall it assign, by Power of Attorney or otherwise, any of the monies payable under this Contract unless by and with the like consent of Kitsap Transit. In the event consent is given by Kitsap Transit to permit subletting, no such consent shall be construed as making Kitsap Transit a party to such Subcontractor or assignee, or of subjecting Kitsap Transit to liability of any kind whatsoever, to any Subcontractor. No Subcontractor shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract and all transactions with Kitsap Transit shall be made through the Contractor.

ARTICLE 3.00 COMPLIANCE WITH LAWS AND REGULATIONS

- 3.01 General Requirement:** The Contractor will at all times, at its sole cost and expense, comply with all applicable Federal, State and local laws, ordinances, regulations, orders, and codes in regards to all matters of its business operation and to performance of the Work and services under this Contract.
- 3.02 Registration:** The laws of the State of Washington require that the Contractor must be registered in the State of Washington. Out-of-state corporations must secure authority from the Secretary of State to transact business in the State of Washington. Accordingly, before Kitsap Transit can enter into a Contract with an out-of-state or foreign corporation, such entity must comply with Washington's corporation laws. Information and application forms relative thereto may be obtained from the Corporations Division, Office of the Secretary of State, PO Box 40234, Olympia, Washington 98504. The Corporate Information Line is (360) 725-0377 or e-mail at corps@sos.wa.gov.
- 3.03 Licenses, Permits and Similar Authorizations:** The Contractor, at no expense to Kitsap Transit, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, fees, bonds, inspection fees, and similar legal authorizations for performance and completion of the Contract Work. It is Contractor's sole responsibility to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with all related requirements. If for any reason the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify Kitsap Transit immediately of such condition in writing.
- 3.04 Taxes:** If applicable, the Contractor will be responsible for adding sales tax to amounts due under the Contract and making payment of sales tax to the State of Washington, as determined by the Washington State Department of Revenue. All other taxes required by statute or regulation are the sole responsibility of the Contractor. No adjustments will be made in the Contract Amount because of any misunderstanding by, or lack of knowledge of, the Contractor as to liability for, or the amount of, any taxes for which the Contractor is solely liable or responsible for by law, or under this Contract, or because of any increase in tax rates imposed by any federal, State or local government. No charge by Contractor shall be made for Federal Excise Tax and Kitsap Transit agrees to furnish the Contractor with an exemption certificate where appropriate.
- 3.05 Wage and Hours Laws:** The Contractor shall comply with all applicable provisions of the Fair Labor Standards Act (FLSA) and all other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall, at all times, save

Kitsap Transit free, clear and harmless from all actions, claims and expenses arising out of said Act and rules and regulations that are or may be promulgated in connection herewith.

ARTICLE 4.00 CONFLICTS OF INTEREST, GIFTS AND CONTEMPORANEOUS EMPLOYMENT

- 4.01** Kitsap Transit employees, agents, officers and board members may not solicit or accept gratuities, gifts, favors, other special consideration or anything of economic value from any present or potential Contractor, Subcontractor, supplier, vendor, customer, client, or any individual or organization doing or seeking business with Kitsap Transit. Use of one's position in a manner that constitutes a real or apparent personal or organizational conflict of interest or personal gain is strictly prohibited (FTA Cir 9030.1D).
- 4.02** **Current and Former Employees:** No current or former employee of Kitsap Transit and their immediate family members, or agents, officers, and board members of Kitsap Transit, may Contract with, influence, advocate, advise, or consult with a third party about a Kitsap Transit transaction, or assist with preparation of Bids submitted to Kitsap Transit while employed by Kitsap Transit or after leaving Kitsap Transit's employment, if he/she was substantially involved in determining the Work to be done or process to be followed while a Kitsap Transit employee. It is unethical for any Kitsap Transit employee who is participating directly or indirectly in the procurement process to become or to be, while such a Kitsap Transit employee, the employee of any person contracting with Kitsap Transit.
- 4.03** **Organizational Conflicts of Interest:** An organizational conflict of interest is a situation in which, because of other activities, relationships, or Contracts, a Contractor or Subcontractor is unable, or potentially unable, to render impartial assistance or advice to Kitsap Transit; a Contractor's objectivity in performing the Contract Work is or might be otherwise impaired; or a Contractor has an unfair competitive advantage. Kitsap Transit will evaluate future procurements related to this Contract to determine if there is an organizational conflict of interest. If an organizational conflict of interest exists, Kitsap Transit may prohibit the Contractor and any of its Subcontractors from participating in such related procurements/projects.

ARTICLE 5.00 CONFLICT AND SEVERABILITY

- 5.01** In the event of conflict between the Bid Documents and the terms and conditions of the Contract, Kitsap Transit, in its sole authority, shall determine which requirement shall apply and be considered the legally binding requirement. In the event of conflict between the Contract Document in its entirety and applicable laws, codes, ordinances, or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this Contract.
- 5.02** In the event that any provision, portion, or application of this Contract is held to be unenforceable or invalid by any court of competent jurisdiction, Kitsap Transit and the Contractor shall negotiate an equitable adjustment in the provision of this Contract with a view toward effecting the purpose of this Contract and the validity and enforceability of the remaining provisions, or portions of applications thereof, shall not be affected thereby. Any provision of the Contract Documents found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Contract.

ARTICLE 6.00 CONTRACT MODIFICATIONS

- 6.01** No alterations or variances of any of the terms, conditions, delivery, price, quantities, or Specifications of this Contract shall be effective without written consent of Kitsap Transit. Oral changes, amendments or agreements are not permitted. When it is necessary to modify the Contract Documents, either Kitsap Transit or the Contractor may initiate a Change Request. If any change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the Work under this Contract, whether changed or not changed by any such order, an Equitable Adjustment shall be made in the Contract Price or Contract Time, or both, without

invalidating any other portion of the Contract. Prior to becoming a Contract modification, all changes to the Contract must be prepared in writing and fully executed by both parties. Only Kitsap Transit's Contracts Administrator shall have the express, implied, or apparent authority to alter, amend, modify, add, or waive any section or condition of this Contract on behalf of Kitsap Transit.

- 6.02** The Contractor must assert its right to an adjustment under this clause by delivering a written Change Request to Kitsap Transit which states the general nature and monetary extent of the claim. Kitsap Transit may require additional supporting documents in order to perform a cost analysis to determine the validity and reasonableness of the claim. If Kitsap Transit requests a change, the Contractor shall submit to Kitsap Transit, within seven (7) days after Contractor's receipt of any change request, a detailed price schedule proposal for the Work or service to be performed and note any modifications of other Contract provisions that may be required as a result of the change. No claim by the Contractor for an Equitable Adjustment hereunder will be allowed for any costs incurred more than seven (7) days before the Contractor gives written notice.
- 6.03** Any change exceeding twenty-five percent (25%) of the Contract Amount is considered a "Cardinal Change" and will not be permitted. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Contract titled "Disputes" (ARTICLE 10.00); however, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

ARTICLE 7.00 DELIVERY

All Work or services must be made at the applicable project site location in accordance with the Contract Documents and time frames outlined therein or otherwise agreed upon. The acceptance by Kitsap Transit of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor preclude Kitsap Transit from pursuing any other remedy provided herein, including termination, nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by the Contractor.

ARTICLE 8.00 DETERMINATION OF RESPONSIBILITY

Should the Contractor be determined to be in violation of Federal, State, or local laws or regulations, Kitsap Transit reserves the right to modify its initial determination of responsibility at the time of Award and take other action as determined appropriate, including but not limited to termination of the Contract.

ARTICLE 9.00 DEVIATION FROM CONTRACT

The Contractor shall not make any alterations or variation in or addition to or deviation or omission from the terms of this Contract without the prior written consent of Kitsap Transit.

ARTICLE 10.00 DISPUTES

- 10.01 Decision of the Executive Director:** Except for Bid protest, any dispute concerning a question of fact or arising in the performance under this Contract which is not resolved by agreement of the parties shall be decided in writing by Kitsap Transit's Executive Director. Claims include, without limitation, controversies arising under the Contract and those based upon breach of Contract, mistake, misrepresentation, or other cause for Contract modification or revision. The decision of the Executive Director shall be promptly issued in writing and shall be immediately mailed or otherwise furnished to the Contractor. The decision shall state the reason(s) for the decision reached, and shall inform the Contractor of its appeal rights stated below. The Executive Director's decision shall be final and conclusive unless, within seven (7) calendar days from the date of receipt of the decision, the Contractor mails or otherwise delivers a written appeal to the Kitsap Transit of Board of Directors, or commences an action in a court of competent jurisdiction. If the Executive Director does not issue a written decision regarding any Contract controversy within seven (7) calendar days after the Contractor's written request for a final decision, or within such longer period as may be agreed upon between the parties, then the aggrieved party may proceed as if any

adverse decision had been received. The Contractor's failure to timely submit a dispute against the Executive Director's decision shall waive any relief that might otherwise be due with respect to such dispute.

10.02 Performance During Dispute: Pending final resolution of a dispute, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Executive Director's decision.

10.03 Appeals: The Contractor may appeal the Executive Director's decision to the Kitsap Transit Board of Directors by submitting a written Notice of Appeal to the Board Chairperson within seven (7) calendar days of receipt of the Executive Director's decision which shall be deemed received within three (3) days, exclusive of Sundays and holidays, of the date of posting of the decision, or sooner in the event of actual receipt of personal service or fax confirmation. The appeal shall be based solely upon the record before the Executive Director. A three-member committee of the Kitsap Transit Board, as appointed by the Board, shall decide the appeal. The Contractor must submit their written argument to the Committee. The Committee may affirm or reverse the decision of the Executive Director or reverse the decision in part. The decision of the Committee shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as to constitute bad faith, or not supported by substantial evidence. No action challenging such decision shall be brought more than one year from the date of the Contractor's receipt of such decision.

10.04 Rights and Remedies: The duties and obligations imposed by the Contract Documents and the rights and remedies herein shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Kitsap Transit or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing. All claims, counterclaims, disputes and other matters in question between Kitsap Transit and the Contractor arising out of or relating to this Contract or its breach will be decided by mediation if the parties mutually agree, or in a court of competent jurisdiction within Kitsap County, State of Washington. Either party may request in writing that a dispute be submitted to mediation. Absent an agreement to a mediator, the mediation shall be conducted by Judicial Dispute Resolution (JDR) located in Kitsap County, Washington. The parties shall be equally responsible for the cost of any mediation. Mediation is optional and neither party is compelled to participate.

10.05 This "dispute" clause does not preclude consideration of law questions in connection with decisions provided for in the paragraphs above; provided that nothing in this Contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

ARTICLE 11.00 EMERGENCY, DISASTERS AND FORCE MAJEURE

11.01 Force Majeure Definition: The term "Force Majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force Majeure shall include acts of nature, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure.

11.02 The following shall be in effect during major emergencies or disasters:

- The Contractor acknowledges that government agencies are procuring goods/services for benefit of the public and therefore agrees, in support of public good purposes, to consider these government customers as first priority and shall make a best effort to provide the requested goods/services in as timely a manner as practicable.

- The Contractor and Kitsap Transit agree that a major emergency or disaster includes, but is not limited to: storms, high winds, earthquakes, floods, hazardous material releases, transportation mishaps, loss of utilities, fires, terrorist activities or combinations of the above.
- In the event the Contractor is unable to meet the delivery requirements, or is prevented from making delivery to the requested location, due to circumstances beyond its reasonable control, the Contractor agrees to make such delivery as soon as practicable or shall immediately assist Kitsap Transit in whatever reasonable manner to gain access to such goods or services or offer limited substitutions for consideration.

11.03 Notification: If either party is delayed by Force Majeure, said party shall provide written notification to the other within forty-eight (48) hours. The notification shall provide evidence of the Force Majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract.

11.04 Rights Reserved: Kitsap Transit reserves the right to cancel the Contract and/or purchase materials, equipment or services from the best available source during the time of Force Majeure and the Contractor shall have no recourse against Kitsap Transit.

ARTICLE 12.00 ENFORCEMENT COSTS

In the event of litigation between the Parties hereto, declaratory or otherwise, for the enforcement of this Contract, or as a result of this Contract in any way, the prevailing party shall be entitled to recover from the other party, its reasonable attorney's fees and other costs incurred in such action or proceeding. In the event that the Parties engage in arbitration, mediation or any other alternative dispute resolution (ADR) forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the ADR method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the ADR method.

ARTICLE 13.00 ENGLISH LANGUAGE

All documentation and any other written, oral, or other communications required in the performance of the Contract shall be prepared using the English language as used throughout the U.S. If English is not the prevalent language used at the job site, a person fluently proficient in the other language(s) used and in English shall be available to the representative during all working hours for interpretation.

ARTICLE 14.00 ERRORS AND OMISSIONS

If, at any time during the performance of this Contract, the Contractor becomes aware of any errors, omissions, discrepancies and actual or potential problems between the Contract Documents and any Federal, State or local law, rule, or regulation, the Contractor shall give immediate written notice thereof to Kitsap Transit's Contracts Administrator. Until such written notification has been given and one business day has elapsed, any services performed by the Contractor after such discovery will be done at the Contractor's risk.

ARTICLE 15.00 INDEMNIFICATION, HOLD HARMLESS AND STATUS

To the maximum extent permitted by law, the Contractor shall defend, protect, indemnify and hold harmless Kitsap Transit, its officers, employees and agents from and against any and all claims, demands, suits, penalties and liability of any kind, including injuries to persons or damages to property, which arise out of or are due to any acts, errors, or omissions of the Contractor, or the Contractor's employees, agents, and representatives in performing Work and services under this Contract provided; however, that if such liability is caused by or results from the concurrent negligence of Kitsap Transit, its officers, employees and agents, and the Contractor, or its employees and agents, this provision shall be valid and enforceable only to the extent of the Contractor's negligence; and provided further, that nothing herein shall require the Contractor

to hold harmless or defend Kitsap Transit, its officers, employees and agents from any claims arising from the sole negligence of Kitsap Transit, its officers, employees and agents. The sole obligation to defend includes the payment of all reasonable attorney's fees and costs of Kitsap Transit's defense of any claim, suit or action within the scope of this Section whether or not suit was instituted. The Contractor specifically waives any immunity under the Industrial Insurance Act and assumes all liability for actions brought by him/her or his/her employees against Kitsap Transit for injuries in the performance of this Contract. The Contractor represents that this waiver has been negotiated with Kitsap Transit. Kitsap Transit will give the Contractor prompt notice in writing of the institution of any suit or proceeding and permit the Contractor, through its counsel, to defend same and will give all needed information, assistance and authority to enable the Contractor to do so. This Article does not modify any other articles regarding any other conditions as are elsewhere agreed to herein between the parties.

ARTICLE 16.00 INSPECTION AND REJECTION

16.01 Kitsap Transit's inspection of all materials, equipment or services upon delivery is for the sole purpose of identification and shall not be construed as Final Acceptance or as acceptance of the materials, equipment or services if such does not conform to contractual requirements. If there are any apparent defects in the materials, equipment or services at the time of delivery, Kitsap Transit will promptly notify the Contractor thereof. If there are defects detected post-delivery, Kitsap Transit will notify the Contractor with a description of such non-compliance. Within seven (7) days of receiving such written notification, the Contractor shall provide Kitsap Transit with a detailed written plan which indicates the time and methods needed to bring the Work in compliance with the Contract. Without limiting any other rights, Kitsap Transit may require the Contractor to: 1) repair or replace any or all of the damaged goods at Contractor's expense; 2) refund Kitsap Transit the full price paid for any or all of the damaged goods and accept the return of such damaged goods. If Kitsap Transit rejects the Contractor's written plan, the Contractor may be determined to be in material default of the Contract.

16.02 This procedure to remedy defects is not intended to limit or preclude any other remedies available to Kitsap Transit by law, including those available under the Uniform Commercial Code, Title 62A RCW. Acceptance by Kitsap Transit of unsatisfactory performance, with or without objection or reservation, shall not waive the right to claim damage for breach, or terminate the Contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by the Contractor.

ARTICLE 17.00 INSURANCE REQUIREMENTS

17.01 The Contractor, at its sole expense and for the duration of the Contract, will purchase and maintain all insurance described herein to protect Kitsap Transit against any and all claims for damages to persons or property arising under Contract performance, whether by reason of acts or omissions of the Contractor or anyone directly or indirectly employed by the Contractor, and shall hold Kitsap Transit harmless for any claims presented to it as a result of the Contractor's negligence. Policies shall be endorsed and will not be canceled, materially changed or altered without thirty (30) days prior written notice submitted to the Kitsap Transit Risk Manager. Any exclusion must be pre-approved by the Risk Manager.

17.02 Additional Insured Endorsement: Language such as the following will be used in the description area of the ACORD Certificate when referring to the "Contracting Agency": **"KITSAP TRANSIT, ITS OFFICERS, AGENTS, AND EMPLOYEES ARE NAMED ADDITIONAL INSURED AS RESPECTS TO CONTRACT # KT XX-XXX"**.

Additional Insured Endorsement: General Liability Insurance and Builder's Risk Insurance must state that Kitsap Transit will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Taking into account the Scope of Work and Services to be performed by a Subcontractor, the Contractor shall prudently determine whether, and in what amounts, each Subcontractor shall

obtain and maintain public liability, professional liability, and any other insurance coverage. Any insurance required of Subcontractors shall, where appropriate and/or applicable, name Kitsap Transit as an additional insured. The Contractor and its insurers shall endorse the required insurance policy (ies) to waive their right of subrogation against Kitsap Transit. The Contractor and its insurers also waive their right of subrogation against Kitsap Transit for loss of its owned or leased property or property under its care, custody and control. No provision in this Section shall be construed to limit the liability of the Contractor for services not done in accordance with the Contract, or express or implied warranties. The Contractor's liability for the services shall extend as far as the appropriate periods of limitation provided by law and up to any legal limits. The Contractor may obtain any combination of coverage or limits that effectively provides the same or better amounts and types of coverage as stipulated above, subject to review and approval by Kitsap Transit. The Contractor warrants that this Contract has been thoroughly reviewed by the Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Contract.

- 17.03 Subcontractors:** The Contractor shall include all Subcontractors, regardless of tier, as insured under all insurance policies required herein, or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor providing their own coverage will also name Kitsap Transit as an Additional Insured on their General Liability insurance policies and such a copy will be provided to Kitsap Transit. Failure of Subcontractor(s) to comply with insurance requirements does not limit the Contractor's liability or responsibility.
- 17.04 Excess Liability:** Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from liability in excess of such limits. Nothing contained within the insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained with this provision shall affect and/or alter the application of any other provision contained with this Contract.
- 17.05 Cancellation:** In the event of cancellation, non-renewal, revocation, or other termination of any insurance coverage required by this Contract, the Contractor shall provide written notice of such to Kitsap Transit within one (1) business day of the Contractor's receipt of such notice.
- 17.06 Attorney Fees:** If a lawsuit in respect to this insurance provision ensues and the amount of the liability claimed exceeds the amount of insurance coverage, the Contractor shall authorize representatives of Kitsap Transit to collaborate with counsel for the insurance carrier, if any, in settling or defending such claim. The Contractor shall appear and defend that lawsuit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by Kitsap Transit, its officers, agents, and employees, the Contractor shall pay the same.
- 17.07 Failure of Coverage:** The Contractor's failure to fully comply with these insurance requirements during the term of the Contract shall be considered a material breach of Contract upon which Kitsap Transit may, after giving five (5) business days written notice to the Contractor to correct the breach, immediately terminate the Contract; or at its discretion, alternatively procure and maintain in the name of the Contractor and at the Contractor's sole expense, such types of insurance to the extent deemed proper up to the amount of the required coverage(s). Kitsap Transit may offset the cost of such insurance against payment due to the Contractor under the Contract. If Kitsap Transit is damaged by the failure of the Contractor to maintain any of these insurance requirements, or to so notify Kitsap Transit, then the Contractor shall bear all costs attributable thereto. Suspension or termination of this Contract shall not relieve the Contractor from its insurance obligations hereunder. Furthermore, the Contractor's failure to provide such insurance in a time frame acceptable to Kitsap Transit shall enable Kitsap Transit to suspend or terminate the Contractor's Work hereunder in accordance with Contract provisions regarding "Termination For Convenience/Default".

17.08 Rights of Subrogation: Kitsap Transit reserves and retains its rights of subrogation and shall further have the right, at its election and expense, to pursue collection and recovery from any and all responsible third parties. The Contractor shall cooperate with Kitsap Transit in such recovery and collection, and shall make its records and personnel available. As to an accident or incident to which this paragraph is applicable, any and all sums so recovered by Kitsap Transit as provided hereunder, after deduction only of court costs, shall be reimbursed to the Contractor. The pendency of any collection efforts against third parties, including litigation, shall in no way delay or diminish the obligation of the Contractor to promptly remit the sums due to Kitsap Transit under the provisions of this subpart.

ARTICLE 18.00 JOINT VENTURE CONTRACTOR

In the event the Contractor is a joint venture of two or more Contractors or is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder. All grants, covenants, provisos, claims, rights, powers, privileges, and liabilities of the Contract shall be construed and held to be severally and jointly. Any notice, order direction, request or other communications required to be or that may be given by Kitsap Transit to the Contractor under this Contract shall be well and sufficiently given to all persons being the Contractor if given to any one or more of such persons.

ARTICLE 19.00 JURISDICTION LAWS AND VENUE

This Contract shall be governed in all respects by the laws of the State of Washington and authorities having jurisdiction over the Contract Work will be deemed to be included in the Contract the same as though herein written out in full. The jurisdiction for any action hereunder shall be exclusively brought in the Superior Court for Kitsap County in the State of Washington.

ARTICLE 20.00 LIENS, CLAIMS AND ENCUMBRANCES

All materials, equipment, or services performed or delivered by the Contractor shall be free of all liens, claims, or encumbrances of any kind.

ARTICLE 21.00 NON-DISCRIMINATION

21.01 Kitsap Transit is an Equal Opportunity Employer. With respect to performance under this Contract, the Contractor shall take such action as may be required to ensure full compliance with Chapter 49.60 RCW, Discrimination and Title VI of the Civil Rights Act of 1964. The Contractor shall not discriminate against any client, employee, or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age, Vietnam-era veteran status, disabled veteran status, income level, or disability; or the presence of any sensory, mental or physical handicap except for a bona fide occupational qualification with regard to, but not limited to the following: Employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services.

21.02 In all solicitations made by the Contractor for Work to be performed under subcontract, including procurements of goods or leases of equipment, each potential Subcontractor or supplier shall be notified by the Contractor of its obligations under this Contract and the regulations relative to non-discrimination. Said assignment or subcontract shall include appropriate safeguards against discrimination, unless exempt by the regulations or directives issued pursuant thereto. In the event of breach of any of the above non-discrimination covenants, Kitsap Transit shall have the right to terminate the Contract and hold the same as if said Contract had never been made or issued. Furthermore, Kitsap Transit may bar the Contractor from performing any services for Kitsap Transit now, or in the future, unless a showing is made satisfactorily to Kitsap Transit that discriminatory practices have terminated and that recurrence of such action is unlikely.

ARTICLE 22.00 OWNERSHIP OF DOCUMENTS

All documents, data, drawings, Specifications, software applications and other products or materials produced by the Contractor in connection with this Contract shall be the property of Kitsap Transit. All such documents, products and materials shall be forwarded to Kitsap Transit at its request and may be used by Kitsap Transit as it sees fit. The Contractor shall preserve the confidentiality of all Kitsap Transit documents and data accessed for use in the Contractor's Work product.

ARTICLE 23.00 PAYMENT

- 23.01** All payments under this Contract are considered reimbursement for goods delivered and services rendered. **Pre-payments are not permitted.** If applicable, the Contractor and its Subcontractors shall have a business license with the City having jurisdiction over the Contract Work *prior to* any Work beginning under the Contract. Failure to provide proof of a business license may delay payment of invoices.
- 23.02 Payment:** Except for retainage, payment will be made by Kitsap Transit to the Contractor within thirty (30) days after acceptance and approval of invoices by the Kitsap Transit Project Manager, *providing* a Labor and Industries approved "Statement of Intent to Pay Prevailing Wages" is received by Kitsap Transit for the Contractor and every Subcontractor who performed under the Contract *and* Certified Payrolls have been received within the specified time. Acceptance of such payment by the Contractor shall constitute full compensation for all supervision, labor, supplies, materials, Work, equipment and the use thereof, and for all other necessary expenses, incurred by the Contractor for the time period specified on the invoice.
- 23.03 Prompt Payment of Subcontractors:** The Contractor, as the Prime Contractor, is required to make payment to Subcontractors within thirty (30) days from the receipt of each payment it receives from Kitsap Transit for satisfactorily completed Subcontractor Work, whether such payment is a progress or final payment. The Contractor further agrees to return any retainage payments to each Subcontractor within thirty (30) days after the Subcontractor's Work is satisfactorily completed. If payment disputes arise between the Contractor and Subcontractors, such disputes shall be resolved promptly through mediation or arbitration in order to prevent injury to Small Business Subcontractors. The Contractor shall specify in its subcontract agreements the dispute resolution method to be used. In addition, the Contractor will not be paid for Subcontractors' Work unless it can show that a prompt payment method for Subcontractors is in place. The Contractor shall be required to provide copies of the Subcontracts to Kitsap Transit showing inclusion of these provisions, especially the Federal clauses. Kitsap Transit may withhold the applicable sum due a Subcontractor for non-compliance with this Section.
- 23.04 Approval of Invoices:** Prior to approval of payment, the Kitsap Transit Project Manager shall make verification of Work performed. Payment shall be based upon the Contractor's prices submitted on the Bid Form, except as may be modified by written Change Order, or on a separate written quotation for a specific aspect of individual jobs or items.
- 23.05 Pay Requests:** A request for payment is to be submitted with detailed documentation of the Work completed, labor performed, and materials furnished in accordance with the Contract and shall represent the value of the Work completed less any lawful deductions such as retainage, tax or as otherwise authorized. Each pay request must contain the following minimum information: 1) Contract Number; 2) Date of invoice; 3) Invoice number; 4) Quantity, unit measure, unit price and item description, as appropriate; 5) Total price for invoice; and 6) sales tax as a separate line item, if applicable. The Contractor must ensure that all paperwork associated with a particular invoice references the same identifying number. For example, Work Orders, receiving documents, delivery tickets, etc. and the final invoice must all bear a corresponding number that links the paperwork together. Failure to comply with this requirement may delay payment.

- 23.06 Invoices shall be submitted to:** Kitsap Transit, Accounts Payable, 60 Washington Ave., Suite 200, Bremerton, WA 98337 for all transactions made during a calendar month by the 5th day of the following month.
- 23.07 Final Payment:** A final application for payment shall be prepared upon completion of the Work, satisfaction of any test requirements, and fulfillment of the Contract. Retainage will be administered in accordance with RCW 60.28 as outlined elsewhere in the Contract provisions.
- 23.08 Payment does not imply acceptance of Work:** The granting of any progress payment or payments by Kitsap Transit, or the receipt thereof by the Contractor, shall not constitute in any sense acceptance of the Work or a waiver of Kitsap Transit's right to reject defective or non-conforming Work, materials, or equipment, even though the same is covered by the payment, nor is it a waiver of any other rights of Kitsap Transit and shall in no way lessen the liability of the Contractor to remedy defective Work, materials, equipment or service which does not conform to the Contract Documents, though the character of such Work may not have been apparent or detected at the time such payment was made. Materials, components, or service not conforming to the instructions or the Contract requirements will be rejected and shall be replaced or remedied by the Contractor without delay. Payments due and unpaid in accordance with the Contract Documents shall bear interest as specified in RCW 39.76.

ARTICLE 24.00 PERFORMANCE STANDARDS

- 24.01** The word *service(s)*, as used in this clause, includes services performed, craftsmanship, and materials or products furnished or used in performing services. The Contractor shall comply with recognized quality industry service standards as applicable. All references to standards, whether for delivery of goods, processes, assemblies, craftsmanship, performance, or similar purposes shall mean, unless otherwise noted, the most recent available published version of such standard. When reference is made to standards, the standards are to be made a part of this Contract and to have the same effect as if fully reproduced herein.
- 24.02** If at any time during the performance of this Contract the Contractor becomes aware of actual or potential problems, fault or defect in the project or any non-conformance with any Contract Document, Federal, State, or local law, rule, or regulation, the Contractor shall give immediate written notice thereof to Kitsap Transit's Contracts Administrator.
- 24.03** In the case of an emergency where Kitsap Transit believes delay could cause serious injury, loss or damage, Kitsap Transit may waive the written notice and either direct the Contractor correct the defect or correct the defect of its own accord. In either case, the Contractor is responsible for all costs of remedying the defect and Kitsap Transit will charge-back the cost for such repairs to the Contractor, including freight, regardless of who actually corrects the defect.
- 24.04 Non-Performance of Services:** If any unsatisfactory condition or deficiency is detected, or if any of the services performed do not conform to the Contract requirements, Kitsap Transit shall give written notice to the Contractor and request that the Work be performed again in conformity with the Contract. The Contractor shall, within twenty-four (24) hours of receiving such notice, immediately facilitate the Work to repair the condition, correct the defect, error, or non-conformity to the satisfaction of the Kitsap Transit Project Manager, or designee, and at no additional cost to Kitsap Transit.
- 24.05** If the Contractor fails to initiate any corrective action procedure after receiving the first notification of unsatisfactory performance, Kitsap Transit reserves the right to dispatch a third party Contractor, or use Force Account through use of Kitsap Transit employees at a rate equal to the employee's hourly rate plus administrative costs, to perform or otherwise resolve any unacceptable Work or scope of service. The Contractor is responsible for all incurred costs, including freight, to resolve the documented issues performed by a third party Contractor or Kitsap Transit personnel. Kitsap

Transit will deduct such costs from any balance due, or which may become due, to the Contractor or charge-back the cost to the Contractor regardless of who actually corrects the defect.

- 24.06** After the first occurrence of any non-performance, Kitsap Transit may send a "Notice of Non-Performance" to the Contractor detailing the exact nature of non-performance, remaining Work to be performed, and the date of non-performance. The Contractor shall acknowledge and respond to the Notice within three (3) business days of receipt and shall promptly proceed to remedy the situation described therein to Kitsap Transit's satisfaction. Receipt of notice is evidenced upon signature of certified mail return receipt or three business (3) days after mailing.
- 24.07** Continued non-performance may result in Contract termination. A further finding of non-responsibility may be determined and any future bids by the Contractor for Kitsap Transit Contracts may be rejected without consideration. Kitsap Transit may also recommend the Contractor be removed from any Small Works Roster. Acceptance by Kitsap Transit of unsatisfactory performance, with or without objection or reservation, shall not waive the right to claim damage for breach, or terminate the Contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by the Contractor.

ARTICLE 25.00 PROPERTY LIABILITY

Unless otherwise provided for, the Contractor assumes the risk of, and shall be responsible for, any loss or damage to Kitsap Transit furnished property in its possession, or in the possession of any agents or employees of the Contractor, resulting from the Contractor's negligent or willful misconduct, except for reasonable wear and tear in the normal performance of this Contract. The Contractor shall bear no liability for any negligent acts or abuse of property by Kitsap Transit.

ARTICLE 26.00 RELATIONSHIP OF THE PARTIES – INDEPENDENT CONTRACTOR

- 26.01** The Contractor is, and shall be considered at all times during the term of this Contract, an independent Contractor whereby the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee of Kitsap Transit under Chapter 41.06 Revised Code of Washington (RCW) or Title 51 RCW.
- 26.02** The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, Subcontractors or representatives during the performance of this Contract. The implementation of all services and the authority to control and direct the performance of the details of the Work lies solely with the discretion of the Contractor; however, the results of the Work contemplated herein must meet Kitsap Transit's approval and shall be subject to Kitsap Transit's general rights of inspection and review to secure the satisfactory completion thereof.
- 26.03** Any and all claims that may or might arise under the Workers' Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Contractor's employees or other persons while so engaged on any of the Work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Contractor.
- 26.04** The Contractor shall indemnify and hold harmless Kitsap Transit from and against any and all costs (including attorney fees incurred in defense) or liabilities (including payroll taxes, penalties or interest) arising out of any breach of the above representations and warranties or any assertions that the Contractor is not an independent Contractor.
- 26.05** Upon Contract execution ("Effective Date"), the Contractor agrees that it has a business account established with the Washington State Department of Revenue, and other State agencies as required by the particular case, for the payment of all State taxes normally paid by employers and

businesses, and has registered for and received a Unified Business Identifier (UBI) number from the State of Washington.

ARTICLE 27.00 REPRESENTATIVES

27.01 Kitsap Transit Representatives. The Contracts Administrator is Kitsap Transit's designated representative for Contract compliance. Kitsap Transit's Project Manager is the designated primary representative for performance compliance. Both are listed on the front page of this Contract. The Engineer is the designated A&E Consultant ("Engineer") performing Construction Management and secondary Project Management on behalf of Kitsap Transit. Kitsap Transit designates Company's Name, Full Name, P.E. as its Resident Engineer.

27.02 Contractor Representative. The Contractor shall appoint a representative as the Contract liaison agent through whom Kitsap Transit will communicate with the Contractor. The Contractor shall respond to all written communications from Kitsap Transit representatives within seven (7) calendar days from receipt.

27.03 Either party shall have the right to change any representative or address it may have given to the other party by giving such other party due notice in writing of such change.

ARTICLE 28.00 RISK OF LOSS AND TITLE

Regardless of FOB point, the Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur before delivery and acceptance. Such loss, injury, or destruction shall not release the Contractor from any obligation hereunder.

ARTICLE 29.00 SERVICE OF NOTICES

All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations desired or required to be given under this Contract by either party to the other shall be promptly made in writing and shall be sufficiently given if served upon the party to receive the same or if sent by certified mail, return receipt requested, postage prepaid, and addressed to the office of such representative as stated in this Contract, or to such other address as either party may hereafter designate in writing. Notice sent by mail shall be deemed to have been given three (3) calendar days after proper mailing. The Contractor agrees to provide copies of any notices given Kitsap Transit to such other persons or entities as Kitsap Transit may require from time to time.

ARTICLE 30.00 STATE AND LOCAL LAW DISCLAIMER

In the event that any provision, portion, or application of this Contract is held to be unenforceable or invalid by any court of competent jurisdiction, Kitsap Transit and the Contractor shall negotiate an equitable adjustment in the provision of this Contract with a view toward effecting the purpose of this Contract and the validity and enforceability of the remaining provisions, or portions of applications thereof, shall not be affected thereby.

ARTICLE 31.00 SUGGESTIONS TO CONTRACTOR

Any plan or method of Work suggested to the Contractor by Kitsap Transit, but not specified or required in writing under the Contract, if adopted or followed by the Contractor in whole or part, shall be used at the risk and responsibility of the Contractor and Kitsap Transit shall assume no responsibility therefore.

ARTICLE 32.00 SUPERVISION AND COORDINATION

The Contractor shall: 1) Competently and efficiently, supervise and direct the implementation and completion of all Contract requirements specified herein; 2) Designate a representative for the Work under this Contract to which all communications given by Kitsap Transit to the representative or shall be binding on the Contractor.

ARTICLE 33.00 SUSPENSION OF CONTRACT

Kitsap Transit may at any time and without cause suspend the Contract or any portion thereof for a period of not more than thirty (30) calendar days by written notice to the Contractor. Kitsap Transit will not be liable for any additional travel costs incurred by the Contractor while the Work is suspended. The Contractor shall resume performance within fifteen (15) calendar days of written notice from Kitsap Transit.

ARTICLE 34.00 TERMINATION

34.01 Termination for Convenience. Kitsap Transit may terminate this Contract, in whole or in part, at any time by written notice to the Contractor when it is in Kitsap Transit's best interest. After receipt of a written Notice of Termination, and except as directed by Kitsap Transit, the Contractor shall immediately stop Work as directed in the Notice and comply with all other requirements in the Notice. The Contractor shall be paid its costs on only that portion of the Work satisfactorily performed up to the date of termination as specified in the Notice. The Contractor shall promptly submit its termination claim to Kitsap Transit, together with detailed supporting documentation, to be paid to the Contractor. If the Contractor has any property in its possession belonging to Kitsap Transit, the Contractor will account for the same, and dispose of it in the manner Kitsap Transit directs.

34.02 Termination for Default. If the Contractor does not deliver supplies in accordance with the Contract delivery schedule, or fails to prosecute the Work or any separable part with the diligence that will ensure completion within the time specified in this Contract or any extension, or fails to complete the Work within this time, or if the Contractor fails to comply with any other provision of this Contract, Kitsap Transit may terminate this Contract for default. Termination shall be effected by Kitsap Transit serving a Notice of Termination on the Contractor specifying the nature of the default and the effective date of termination. In this event, Kitsap Transit may assume the Work and complete it by Contract or otherwise, and may take possession of and use any materials, equipment, and facilities on the Work site necessary for completing the Work. The Contractor and its Sureties shall be liable for any damage to Kitsap Transit resulting from the Contractor's refusal or failure to complete the Work within the specified time, whether or not the Contractor's right to proceed with the Work is terminated. This liability includes any increased costs incurred by Kitsap Transit in completing the Work. The Contractor will only be paid the Contract Price for supplies delivered and accepted, or on only that portion of the Work satisfactorily performed in accordance with the manner of performance set forth in the Contract, less any damages to Kitsap Transit caused by such default, up to the date of termination as specified in the Notice. If the Contractor has any property in its possession belonging to Kitsap Transit, the Contractor will account for the same and dispose of it in the manner Kitsap Transit directs. The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

- 1) The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Kitsap Transit, acts of another Contractor in the performance of a Contract with Kitsap Transit, epidemics, quarantine restrictions, strikes, freight embargoes; and
- 2) The Contractor, within ten (10) calendar days from the beginning of any delay, notifies Kitsap Transit in writing of the causes of delay. If in the judgment of Kitsap Transit the delay is excusable, the time for completing the Work shall be extended. The judgment of Kitsap Transit shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Kitsap Transit.

34.03 Opportunity to Cure. Kitsap Transit in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If the Contractor fails to remedy to Kitsap Transit's satisfaction the breach or default or

any of the terms, covenants, or conditions of this Contract within ten (10) calendar days after receipt by the Contractor of written notice from Kitsap Transit setting forth the nature of said breach or default, Kitsap Transit shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude Kitsap Transit from also pursuing all available remedies against the Contractor and its Sureties for said breach or default.

- 34.04 Waiver of Remedies for any Breach.** In the event that Kitsap Transit elects to waive its remedies for any breach by the Contractor of any covenant, term or condition of this Contract, such waiver by Kitsap Transit shall not limit Kitsap Transit's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

ARTICLE 35.00 WAIVER OF RIGHTS BY KITSAP TRANSIT

Kitsap Transit shall be deemed to have waived a right or remedy only if issued or confirmed in writing as a waiver by Kitsap Transit. No waiver of one right or remedy shall act as a waiver of any other right or remedy or as a subsequent waiver of the same right and remedy.

ARTICLE 36.00 WARRANTY OF TITLE

- 36.01** The Contractor shall have no property right in the materials and equipment used after they have been attached or affixed to the Work or existing real property, or after any payment has been made by Kitsap Transit towards the value of materials delivered to the site of the Work, or stored subject to or under the control of Kitsap Transit. Title to all such materials shall become the property of Kitsap Transit upon being so attached or affixed, or after any payment towards the value of materials stored off site or delivered to the site of the Work, or stored subject to or under the control of Kitsap Transit, whichever occurs earlier.
- 36.02** No material, supplies, equipment, or items for the Work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein, or in any part thereof, is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, equipment, and items installed or incorporated in the Work and are free from any claims, liens, or charges. Neither the Contractor, nor any person, firm, nor corporation furnishing any material or labor for any Work covered by this Contract shall have any right to lien upon any improvement or appurtenance thereon. This Article shall not defeat or impair the right of the persons furnishing materials or labor to recover under any Payment Bond given by the Contractor for their protection, or any rights under State law permitting such persons to look to retained funds due the Contractor in the hands of Kitsap Transit.
- 36.03** The provisions of this Article shall be inserted or referenced in, or otherwise made a part of all subcontracts and material Contracts, and notice of its provisions shall be given to all persons furnishing materials for the Work whenever no formal Contract is entered into for such materials. Additionally, as part of the subcontract, material Contract, or notice, the Contractor shall provide to such Subcontractors and suppliers the name, address, and phone number of the Contractor's bonding company and the bond number applicable to the Contract under which the Subcontractor or supplier would make its claim.

END OF SECTION 4

KITSAP TRANSIT
INVITATION FOR BIDS # KT 23-815
FOR
RUTH HAINES ROADWAY CONSTRUCTION
EXHIBIT A
SCOPE OF WORK & DRAWINGS

Kitsap Transit is seeking bids from qualified sources to provide all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all Work for the items included in the solicitation. The intent of the Contract is to prescribe a complete Work. Omissions from the Contract of details of Work that are necessary to carry out the intent of the Contract shall not relieve the Contractor from performing the omitted Work. All Work shall comply with all local, state, federal, regulations and industry standards; all of which are incorporated herein by reference as if they were written in their entirety.

Work Site Location:

The Work Site is location at:

**Kitsap Transit
Poulsbo, WA 98370**

All freight charges shall be included in the Bid price and should be (FOB) the Work Site. All mobilization fees shall be to the Work Site.

Scope of Work:

This Work consists of constructing a new roadway, in accordance with the Plans Set and Specification below, that will be known as Ruth Haines Street, this roadway will be used to connect Viking Avenue with Vetter Road Northwest. The intent of the Contract is to prescribe a complete Work. Omissions from the Contract of details of Work that are necessary to carry out the intent of the Contract shall not relieve the Contractor from performing the omitted Work.

- Plan Set can be downloaded at: https://drive.google.com/drive/folders/1bNNmXOX_d-iCmkpLzB0kPX0JaxH0qTb-?usp=sharing
- Part 3 – Contract Specifications

PART 3 – CONTRACT SPECIFICATIONS

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INTRODUCTION TO THE SPECIAL PROVISIONS

The Work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2023 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"), and the *Technical Specifications for Building Structures* (hereafter "Technical Specifications"). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications, these Special Provisions, and the Technical Specifications, 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)

(NWR November 13, 1996 WSDOT GSP)

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 Poulsbo Engineering Construction Standards*
- *Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way, July 26, 2011* (commonly referred to as the 2011 PROWAG)
- *Department of Justice 2010 ADA Standards for Accessible Design*
- *Department of Transportation ADA Standards for Transportation Facilities (2006)*

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

DIVISION 1 - GENERAL REQUIREMENTS

1-01 DEFINITION AND TERMS

1-01.3 DEFINITIONS

(January 4, 2016 APWA GSP)

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

DATES

BID OPENING DATE

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

AWARD DATE

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

CONTRACT EXECUTION DATE

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

NOTICE TO PROCEED DATE

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

SUBSTANTIAL COMPLETION DATE

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

PHYSICAL COMPLETION DATE

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

COMPLETION DATE

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

FINAL ACCEPTANCE DATE

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

Supplement this Section with the following:

1 All references in the Standard Specifications, Amendments, or WSDOT General Special
2 Provisions, to the terms "Department of Transportation", "Washington State Transportation
3 Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters",
4 and "State Treasurer" shall be revised to read "Contracting Agency".

5 All references to the terms "State" or "state" shall be revised to read "Contracting Agency"
6 unless the reference is to an administrative agency of the State of Washington, a State
7 statute or regulation, or the context reasonably indicates otherwise.

8 All references to "State Materials Laboratory" shall be revised to read "Contracting Agency
9 designated location".

10 All references to "final Contract voucher certification" shall be interpreted to mean the
11 Contracting Agency form(s) by which final payment is authorized, and final completion and
12 acceptance granted.

13 **ADDITIVE**

14 A supplemental unit of Work or group of Bid items, identified separately in the Bid Proposal,
15 which may, at the discretion of the Contracting Agency, be awarded in addition to the Base
16 Bid.

17 **ALTERNATE**

18 One of two or more units of Work or groups of Bid items, identified separately in the Bid
19 Proposal, from which the Contracting Agency may make a choice between different
20 methods or material of construction for performing the same Work.

21 **BUSINESS DAY**

22 A business day is any day from Monday through Friday except holidays as listed in Section
23 1-08.5.

24 **CONTRACT BOND**

25 The definition in the Standard Specifications for "Contract Bond" applies to whatever bond
26 form(s) are required by the Contract Documents, which may be a combination of a Payment
27 Bond and a Performance Bond.

28 **CONTRACT DOCUMENTS**

29 See definition for "Contract".

30 **CONTRACT TIME**

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

33 **NOTICE OF AWARD**

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

36 **NOTICE TO PROCEED**

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

TRAFFIC

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

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 PREQUALIFICATION OF BIDDERS

Delete this Section and replace it with the following:

1-02.1 QUALIFICATIONS OF BIDDER

(January 24, 2011, APWA GSP)

Before Award of a Public Works Contract, a Bidder must meet at least the minimum qualifications of RCW 39.04.350(1) to be considered a responsible Bidder and qualified to be awarded a Public Works project.

1-02.2 PLANS AND SPECIFICATIONS

(June 27, 2011, APWA GSP)

Delete this section and replace it with the following:

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

After Award of the Contract, Plans and Specifications will be issued to the Contractor at no cost as detailed below:

To Prime Contractor	No. of Sets	Basis of Distribution
Contract Provisions	2	Furnished automatically upon Award.
Large Plans (e.g., 22" x 34")	2	Furnished only upon request.

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.

1-02.4 EXAMINATION OF PLANS, SPECIFICATIONS AND SITE OF WORK

1-02.4(2) SUBSURFACE INFORMATION

(March 8, 2013 APWA GSP)

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

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

1-02.5 PROPOSAL FORMS

(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the Work. It will also list estimated quantities, units of measurement, the items of Work, and the materials to be furnished at the unit Bid prices. The Bidder shall complete spaces on the Proposal Form that call for, but are not limited to, unit prices; extensions; summations; the total Bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of Addenda; the Bidder's name, address, telephone number, and signature; the Bidder's UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

The Contracting Agency reserves the right to arrange the Proposal Forms with alternates and additives, if such be to the advantage of the Contracting Agency. The Bidder shall Bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

1-02.6 PREPARATION OF PROPOSAL

Supplement the fifth paragraph with the following:

1. All Subcontractors who will provide services which constitute greater than 10% or the total project value according to the Bid amount.

(June 20, 2017 APWA GSP)

Supplement the second paragraph with the following:

2. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.
3. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

Delete the fourth paragraph and replace it with the following:

The Bidder shall submit with the Bid a completed Underutilized Disadvantaged Business Enterprise (UDBE) Utilization Certification, when required by the Special Provisions. For each and every UDBE firm listed on the Bidder's completed Underutilized Disadvantaged Business Enterprise Utilization Certification, the Bidder shall submit written confirmation from that UDBE firm that the UDBE is in agreement with the UDBE participation commitment that the Bidder has made in the Bidder's completed Underutilized Disadvantaged Business Enterprise Utilization Certification. WSDOT Form 422 031U (Underutilized Disadvantaged Business Enterprise Written Confirmation Document) is to be used for this purpose. The

Bidder must submit good faith effort documentation with the Underutilized Disadvantaged Business Enterprise Utilization Certification only in the event the Bidder's efforts to solicit sufficient UDBE participation have been unsuccessful. Directions for delivery of the Underutilized Disadvantaged Business Enterprise Written Confirmation Documents and Underutilized Disadvantaged Business Enterprise Good Faith Effort documentation are included in Section 1-02.9.

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

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

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

A Bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

A Bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

Section 1-02.6 is supplemented with the following:

PROGRESS SCHEDULE MINIMUM BID
(August 7, 2006 WSDOT GSP)

A minimum Bid of \$1,000 lump sum has been established for the item "Type *** B *** Progress Schedule." The Contractor's Bid shall equal or exceed that amount. If the Contractor's Bid is less than the minimum specified amount, the Contracting Agency will unilaterally revise the Bid amount to the minimum specified amount and recalculate the Contractor's total Bid amount. The corrected total Bid amount will be used by the Contracting Agency for Award purposes and to fix the amount of the Contract bond.

BIDDING PROCEDURES

The bidder shall submit a price on each and every item of work included in the base bid. The bidder shall also submit prices on each and every item under the alternative on which the bidder chooses to bid, or, if the bidder chooses to bid on more than one alternative, the bidder shall submit prices for each and every item under each alternative chosen.

The successful bidder will be determined by the lowest total of ad base bid. Award will be based on the lowest total subject to the requirements of Section 1-03.

1-02.9 DELIVERY OF PROPOSAL
(October 1, 2005 APWA GSP)

Revise the first paragraph to read:

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

1-02.13 IRREGULAR PROPOSALS

(June 20, 2017 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
 - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
 - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
 - h. The Bidder fails to submit or properly complete an Underutilized Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
 - i. The Bidder fails to submit written confirmation from each UDBE firm listed on the Bidder's completed UDBE Utilization Certification that they are in agreement with the bidder's UDBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
 - j. The Bidder fails to submit UDBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
 - k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - l. More than one Proposal is submitted for the same project from a Bidder under the same or different names.

2. A Proposal may be considered irregular and may be rejected if:

- a. The Proposal does not include a unit price for every Bid item;
- b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
- c. Receipt of Addenda is not acknowledged;
- d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
- e. If Proposal form entries are not made in ink.

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 CONSIDERATION OF BIDS

(January 23, 2006 APWA GSP)

Revise the first paragraph to read:

After opening and reading Proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any Bid item, the price per unit will control. If a minimum Bid amount has been established for any item and the Bidder's unit or lump sum price is less than the minimum specified amount, the Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or alternates as selected by the Contracting Agency, will be used by the Contracting Agency for Award purposes and to fix the Awarded Contract Price amount and the amount of the Contract Bond.

1-03.3 EXECUTION OF CONTRACT

(October 1, 2005 APWA GSP)

Revise this section to read:

Copies of the Contract Provisions, including the unsigned Form of Contract, will be available for signature by the successful Bidder following Award. The number of copies to be executed by the Contractor will be determined by the Contracting Agency.

Within ten (10) calendar days after the Award date, the successful Bidder shall return the signed Contracting Agency-prepared Contract, an insurance certification as required by Section 1-07.18, 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 five (5) additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-04 SCOPE OF THE WORK

1-04.2 COORDINATION OF CONTRACT DOCUMENTS, PLANS, SPECIAL PROVISIONS, SPECIFICATIONS, AND ADDENDA *(March 13, 2012 APWA GSP)*

Revise the second paragraph to read:

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

1. Kitsap Transit Independent Contractor Agreement
2. Addenda,
3. Proposal Form,
4. Special Provisions,
5. Contract Plans,
6. Amendments to the Standard Specifications,
7. Standard Specifications,
8. City of Poulsbo Construction Standards and Specifications, and
9. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

1-04.4 CHANGES

1-04.4(1) MINOR CHANGES

Section 1-04.4(1) is supplemented with the following:

UNEXPECTED SITE CHANGES

Payments or credits for changes amounting to \$15,000 or less may be made under the Bid item "Unexpected Site Changes". At the discretion of the Contracting Agency, this procedure for Unexpected Site Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes.

The Contractor will be provided a copy of the completed order for Unexpected Site Changes. The agreement for the Unexpected Site Changes will be documented by signature of the Contractor, or notation of verbal agreement. If the Contractor is in disagreement with anything required by the order for Unexpected Site Changes, the Contractor may protest the order as provided in Section 1-04.5.

Payments will be determined in accordance with Section 1-09.6. For the purpose of providing a common Proposal for all Bidders, the Contracting Agency has entered an amount for "Unexpected Site Changes" in the Proposal to become a part of the total Bid by the Contractor. Credits will be determined in accordance with Section 1-09.4.

1-05 CONTROL OF WORK

1-05.4GR1 CONFORMITY WITH AND DEVIATIONS FROM PLANS AND STAKES

(Section 1-05.4 is supplemented with the following)

1-05.4.OPT2.GR1 CONTRACTOR SURVEYING – ROADWAY, PLAZA, ADA RAMPS, DRAINAGE SYSTEM AND MONUMENT SIGN

(August 7, 2017) MOD

Copies of the Contracting Agency provided primary survey control data and are available for the bidder's inspection at the office of the Engineer.

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, and grades necessary for the construction of the parking lot, sidewalks, playground, shelter building, trails, walls, drainage, surfacing, paving, channelization, and pavement making, illumination, barriers, and signing. Except for the survey control data to be furnished by the Contracting Agency, calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility.

The Contractor shall inform the Engineer when monuments are discovered that were not identified in the Plans and construction activity may disturb or damage the monuments. All monuments noted on the Plans "DO NOT DISTURB" shall be protected throughout the length of the project or be replaced at the Contractor's expense.

Detailed survey records shall be maintained, including a description of the work performed on each shift, method utilized, and the control points used. The record shall be adequate to allow the survey to be reproduced. A copy of each day's record shall be provided to the Engineer within three working days after the end of the shift.

The meaning of words and terms used in this provision shall be listed in "Definitions of

Surveying and Associated Terms" current edition, published by the American Congress on

Surveying and Mapping and the American Society of Civil Engineers. The survey work shall include but not be limited to the following:

1. Verify the primary horizontal and vertical control furnished by the Contracting Agency, and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include coordinates and elevations of all secondary control points.

2. Establish, the centerlines of all the alignments, by placing hubs, stakes, or marks on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and at points

on the alignments spaced no further than 50 feet.

3. Establish clearing limits, placing stakes at all angle point and at intermediate points not more than 50 feet apart. The clearing and grubbing limits shall be 5 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless otherwise shown in the Plans.

4. Establish grading limits, placing slope stakes at centerline increments not more than 50 feet apart. Establish offset reference to all slope stakes. If Global Positioning Satellite (GPS) machine Controls are used to provide grade control, then slope stakes may be omitted at the discretion of the Contractor.

5. Establish the horizontal and vertical location of all drainage features, placing offset stakes to all drainage structures and to pipes at a horizontal interval not greater than 25 feet.

6. Establish roadbed and surfacing elevations by placing stakes at the top of subgrade and at the top of each course of surfacing. Subgrade and surfacing stakes shall be set at horizontal intervals not greater than 50 feet in tangent sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-foot intervals in intersection radii with a radius less than 10 feet. Traversely, stakes shall be placed at all locations where the roadway slope changes and at additional points such that the transverse spacing of stakes is not more than 12 feet. If GPS Machine Controls are used to provide grade control, then roadbed and surfacing stakes may be omitted at the discretion of the Contractor.

7. Establish intermediate elevation benchmarks as needed to check work throughout the project.

8. Provide references for paving pins at 25-foot intervals or provide simultaneous surveying to establish location and elevation of paving pins as they are being placed.

9. For all other types of construction included in this provision, (including but not limited to channelization and pavement markings, walls, ADA ramps, illumination and signals, guardrails and barriers, and signing) provide staking and layout as necessary to adequately locate construct and check the specific construction activity.

10. Contractor shall determine if changes are needed to the profiles or roadway sections shown in the Contract Plans in order to achieve proper smoothness and drainage where matching into existing features, such as a smooth transition from new pavement to existing pavement. The Contractor shall submit these changes to the Engineer for review and approval 10 days prior to the beginning of work.

The Contractor shall provide the Contracting Agency copies of any calculations and staking data when requested by the Engineer.

To facilitate the establishment of these lines and elevations, the Contracting Agency will provide the Contractor with primary survey control information consisting of descriptions of two primary control points used for the horizontal and vertical control, and descriptions of two additional primary control points for every additional three miles of project length.

Primary control points will be described by reference to the project alignment and the coordinate system and elevation datum utilized by the project. In addition, the Contracting Agency will supply horizontal coordinates for the beginning and ending points and for each Point of Intersection (PI) on each alignment included in the project.

The Contractor shall ensure a surveying accuracy within the following tolerances:

	<u>Vertical</u>	<u>Horizontal</u>
Slope stakes	±0.10 feet	±0.10 feet
Subgrade grade stakes set 0.04 feet below grade	±0.01 feet	±0.5 feet (parallel to alignment)

		±0.1 feet (normal to alignment)
Stationing on roadway	N/A	±0.01 feet
Alignment on roadway	N/A	±0.04 feet
Surfacing grade stakes	±0.01 feet	±0.5 feet (parallel to alignment)
Roadway paving pins for surfacing or paving	±0.01 feet	±0.2 feet (parallel to alignment) ±0.1 feet (normal to alignment)

The Contracting Agency may spot-check the Contractor's surveying. These spot checks will not change the requirements for normal checking by the Contractor.

When staking roadway alignment and stationing, the Contractor shall perform independent checks from different secondary control to ensure that the points staked are within the specified survey accuracy tolerances.

The Contractor shall calculate coordinates for the alignment. The Contracting Agency will verify these coordinates prior to issuing approval to the Contractor for commencing with the work. The Contracting Agency will require up to seven calendar days from the date the data is received.

Contract work to be performed using contractor-provided stakes shall not begin until the stakes are approved by the Contracting Agency. Such approval shall not relieve the Contractor of responsibility for the accuracy of the stakes. Stakes shall be marked in accordance with Standard Plan A10.10. When stakes are needed that are not described in the Plans, then those stakes shall be marked, at no additional cost to the Contracting Agency as ordered by the Engineer.

PAYMENT

Payment will be made for the following bid item when included in the proposal:
"Construction Surveying", lump sum.

The lump sum contract price for "Construction Surveying" shall be full pay for all labor, equipment, materials, and supervision utilized to perform the Work specified, including any resurveying, checking, correction of errors, replacement of missing or damaged stakes, and coordination efforts.

1-05.5 SITE ACCESS

Materials and heavy equipment shall be brought into the site via Main Street and City Hall parking lot. The Contractor is encouraged to bring in materials and equipment during non-City Hall working hours.

Single unit dump trucks may access the site via this route during normal City Hall working hours.

Larger vehicle type and/or equipment and trailers must be coordinated with City Representatives 48-hours before delivery. Ideally, City will be notified at weekly construction coordination meeting of next delivery and access needs.

Cars and light weight trucks will be allowed to access the site off of North Lakeshore Drive. Dump trucks and other larger construction equipment will not be allowed to access the site via the old timber bridge.

The Contractor is responsible for securing its own laydown space and parking for their employees.

1-05.11 FINAL INSPECTION

Delete this section and replace it with the following:

1-05.11 FINAL INSPECTIONS AND OPERATIONAL TESTING

(October 1, 2005 APWA GSP)

1-05.11(1) SUBSTANTIAL COMPLETION DATE

When the Contractor considers the Work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor's request shall list the specific items of Work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the Work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

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

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the Work necessary to reach substantial and physical completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the Work.

The above process shall be repeated until the Engineer establishes the Substantial Completion Date and the Contractor considers the Work physically complete and ready for final inspection.

1-05.11(2) FINAL INSPECTION AND PHYSICAL COMPLETION DATE

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

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

1 The Contractor will not be allowed an extension of Contract time because of a delay in the
2 performance of the Work attributable to the exercise of the Engineer's right hereunder.
3 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
4 Contracting Agency, in writing, of the date upon which the Work was considered physically
5 complete. That date shall constitute the Physical Completion Date of the Contract, but shall
6 not imply acceptance of the Work or that all the obligations of the Contractor under the
7 Contract have been fulfilled.

8 **1-05.11(3) OPERATIONAL TESTING**

9 It is the intent of the Contracting Agency to have at the Physical Completion Date a
10 complete and operable system. Therefore, when the Work involves the installation of
11 machinery or other mechanical equipment; street lighting, electrical distribution or signal
12 systems; irrigation systems; buildings; or other similar Work it may be desirable for the
13 Engineer to have the Contractor operate and test the Work for a period of time after final
14 inspection but prior to the Physical Completion Date. Whenever items of Work are listed in
15 the Contract Provisions for operational testing, they shall be fully tested under operating
16 conditions for the time period specified to ensure their acceptability prior to the Physical
17 Completion Date. During and following the test period, the Contractor shall correct any
18 items of workmanship, materials, or equipment which prove faulty, or that are not in first
19 class operating condition. Equipment, electrical controls, meters, or other devices and
20 equipment to be tested during this period shall be tested under the observation of the
21 Engineer, so that the Engineer may determine their suitability for the purpose for which
22 they were installed. The Physical Completion Date cannot be established until testing and
23 corrections have been completed to the satisfaction of the Engineer.
24 The costs for power, gas, labor, material, supplies, and everything else needed to
25 successfully complete operational testing, shall be included in the unit Contract prices
26 related to the system being tested, unless specifically set forth otherwise in the Proposal.
27 Operational and test periods, when required by the Engineer, shall not affect a
28 manufacturer's guaranties or warranties furnished under the terms of the Contract.

29 **1-05.13 SUPERINTENDENTS, LABOR AND EQUIPMENT OF CONTRACTOR** 30 *(August 14, 2013 APWA GSP)*

31 Delete the sixth and seventh paragraphs of this Section.

32 **1-05.14 COOPERATION WITH OTHER CONTRACTORS**

33 Section 1-05.14 is supplemented with the following:

34 **OTHER CONTRACTS OR OTHER WORK** 35 *(March 13, 1995)*

36 It is anticipated that the following work adjacent to or within the limits of this project will
37 be performed by others during the course of this project and will require coordination of
38 the work:

39 City forces/contractor must have access to Grimm House to complete necessary relocation
40 repairs.

No projects are currently scheduled at the street.

1-05.15 METHOD OF SERVING NOTICES

(March 25, 2009 APWA GSP)

Revise the second paragraph to read:

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

Add the following new Section:

1-05.16 WATER AND POWER

(October 1, 2005 APWA GSP)

The Contractor shall make necessary arrangements and shall bear the costs for power and water necessary for the performance of the Work, unless the Contract includes power and water as a pay item.

1-05.17 ORAL AGREEMENTS

(October 1, 2005 APWA GSP)

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

Add the following new Section:

1-05.18 RECORD DRAWINGS

(March 8, 2013 APWA GSP)

The Contractor shall maintain one set of full-size Plans for Record Drawings, updated with clear and accurate red-lined field revisions on a daily basis, and within 2 business days after receipt of information that a change in Work has occurred. The Contractor shall not conceal any Work until the required information is recorded.

This Record Drawing set shall be used for this purpose alone, shall be kept separate from other Plan sheets, and shall be clearly marked as Record Drawings. These Record Drawings shall be kept on-site at the Contractor's field office, and shall be available for review by the Contracting Agency at all times. The Contractor shall bring the Record Drawings to each progress meeting for review.

The preparation and upkeep of the Record Drawings is to be the assigned responsibility of a single, experienced, and qualified individual. The quality of the Record Drawings, in terms of accuracy, clarity, and completeness, is to be adequate to allow the Contracting Agency to modify the computer-aided drafting (CAD) Contract Drawings to produce a complete set of Record Drawings for the Contracting Agency without further investigative effort by the Contracting Agency.

The Record Drawing markups shall document all changes in the Work, both concealed and visible. Items that must be shown on the markups include but are not limited to:

- Actual dimensions, arrangement, and materials used when different than shown in the Plans.
- Changes made by Change Order or Field Order.
- Changes made by the Contractor.
- Accurate locations of storm sewer, sanitary sewer, water mains and other water appurtenances, Structures, conduits, light standards, vaults, width of Roadways, sidewalks, landscaping areas, building footprints, channelization and pavement markings, etc. Include pipe invert elevations, top of castings (manholes, inlets, etc.).

If the Contract calls for the Contracting Agency to do all surveying and staking, the Contracting Agency will provide the elevations at the tolerances the Contracting Agency requires for the Record Drawings.

When the Contract calls for the Contractor to do the surveying/staking, the applicable tolerance limits include, but are not limited to the following:

	Vertical	Horizontal
As-built sanitary & storm invert and grate elevations	± 0.01 foot	± 0.01 foot
As-built monumentation	± 0.001 foot	± 0.001 foot
As-built waterlines, inverts, valves, hydrants	± 0.10 foot	± 0.10 foot
As-built ponds/swales/water features	± 0.10 foot	± 0.10 foot
As-built buildings (fin. Floor elev.)	± 0.01 foot	± 0.10 foot
As-built gas lines, power, TV, Tel, Com	± 0.10 foot	± 0.10 foot
As-built signs, signals, etc.	N/A	± 0.10 foot

Making Entries on the Record Drawings:

- Use erasable colored pencil (not ink) for all markings on the Record Drawings, conforming to the following color code:

Additions	-	Red
Deletions	-	Green
Comments	-	Blue
Dimensions	-	Graphite

- Provide the applicable reference for all entries, such as the change order number, the request for information (RFI) number, or the approved Shop Drawing number.
- Date all entries.
- Clearly identify all items in the entry with notes similar to those in the Contract Drawings (such as pipe symbols, centerline elevations, materials, pipe joint abbreviations, etc.).

The Contractor shall certify on the Record Drawings that said drawings are an accurate depiction of built conditions, and in conformance with the requirements detailed above. The Contractor shall submit final Record Drawings to the Contracting Agency. Contracting Agency acceptance of the Record Drawings is one of the requirements for achieving Physical Completion.

Payment will be made for the following Bid item:

Record Drawings (Minimum Bid \$2,000)	Lump Sum
--	----------

Payment for this item will be made on a prorated monthly basis for Work completed in accordance with this Section up to 75% of the lump sum Bid. The final 25% of the lump sum item will be paid upon submittal and approval of the completed Record Drawings set prepared in conformance with these Special Provisions.

A minimum Bid amount has been entered in the Bid Proposal for this item. The Contractor must Bid at least that amount.

1-06 CONTROL OF MATERIAL

Section 1-06 is supplemented with the following:

1-06.6 RECYCLED MATERIALS

(January 4, 2016 APWA GSP)

Delete this Section, including its subsections, and replace it with the following:

The Contractor shall make their best effort to utilize recycled materials in the construction of the project. Approval of such material use shall be as detailed elsewhere in the Standard Specifications.

Prior to Physical Completion the Contractor shall report the quantity of recycled materials that were utilized in the construction of the project for each of the items listed in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material and aggregates from concrete returned to the supplier). The Contractor's report shall be provided on DOT form 350-075 Recycled Materials Reporting.

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1 **1-07.1 LAWS TO BE OBSERVED**

2 *(October 1, 2005 APWA GSP)*

3 Supplement this section with the following:

4 In cases of conflict between different safety regulations, the more stringent regulation shall
5 apply.

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

9 The Contractor shall maintain at the project site office, or other well-known place at the
10 project site, all articles necessary for providing first aid to the injured. The Contractor shall
11 establish, publish, and make known to all employees, procedures for ensuring immediate
12 removal to a hospital, or doctor's care, persons, including employees, who may have been
13 injured on the project site. Employees should not be permitted to Work on the project site
14 before the Contractor has established and made known procedures for removal of injured
15 persons to a hospital or a doctor's care.

16 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the
17 Contractor's plant, appliances, and methods, and for any damage or injury resulting from
18 their failure, or improper maintenance, use, or operation. The Contractor shall be solely
19 and completely responsible for the conditions of the project site, including safety for all
20 persons and property in the performance of the Work. This requirement shall apply
21 continuously, and not be limited to normal working hours. The required or implied duty of
22 the Engineer to conduct construction review of the Contractor's performance does not, and
23 shall not, be intended to include review and adequacy of the Contractor's safety measures
24 in, on, or near the project site.

25 Section 1-07.1 is supplemented with the following:

26 The Contractor shall at all times eliminate noise to the maximum practicable extent. Air
27 compressing plants shall be equipped with silencers, and the exhaust of all gasoline motors
28 or other power equipment shall be provided with mufflers. Special care shall be used to
29 avoid noise or other nuisances, and the Contractor shall strictly observe all federal, state,
30 and local regulations concerning noise.

31 The Contractor shall make an effort to reduce carbon emissions by turning off engines on
32 construction equipment not in active use, and on trucks that are idling while waiting to load
33 or unload material for five minutes or more.

34 **COMPLIANCE WITH LAWS**

35 The Contractor shall comply with the requirements of all other City ordinances, state
36 statutes, laws, and regulations, whether or not stated herein, which are specifically
37 applicable to the public improvements and work to be performed.

38 *(October 1, 2005 APWA GSP)*

Supplement this section with the following:

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

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

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

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

(*****)

CONTRACTOR'S SAFETY RESPONSIBILITIES

These construction documents and the joint and several phases of construction hereby contemplated are to be governed at all times by applicable provisions of the federal law(s), including but not limited to the latest amendments of the following:

Williams-Steiger Occupational Safety and Health Act of 1980, Public Law 91-596.

Part 1910 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.

This project, the Contractor and its subcontractors, shall, at all times, be governed by Chapter XIII of Title 29, Code of Federal Regulations, Part 1518 - Safety and Health Regulations for Construction (35 CFR 75), as amended to date.

To implement the program, and to provide safe and healthful working conditions for all persons, the construction superintendent or his/her designated safety officer shall conduct general project safety meetings at the site at least once each month during the course of construction.

1 The prime contractor and all subcontractors shall immediately report all accidents, injuries,
2 and health hazards to the Manager, in writing. This shall not obviate any mandatory
3 reporting under the provisions of the Occupational Safety and Health Act of 1970. This
4 program shall become a part of the contract documents and the contract between the
5 Owner and the Contractor, and all subcontractors, as though fully written therein.

6 Where the location of the work is in proximity to overhead wires and power lines, the
7 Contractor shall coordinate all work with the utility and shall provide for such measures as
8 may be necessary for the protection of the workers.

9 In response to COVID-19, the Contractor shall prepare a project specific COVID-19 health and safety
10 plan (CHSP) in conformance with Section 1-07.4(2) as supplemented in these specifications, COVID-
11 19 Health and Safety Plan (CHSP).(January 1, 2016 COK GSP)

12 **1-07.2 STATE TAXES**

13 Delete this Section, including its sub-sections, in its entirety and replace it with the
14 following:

15 **1-07.2 STATE SALES TAX**

16 *(June 27, 2011 APWA GSP)*

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

22 The Contractor shall include all Contractor-paid taxes in the unit Bid prices or other Contract
23 amounts. In some cases, however, State retail sales tax will not be included. Section 1-
24 07.2(2) describes this exception.

25 The Contracting Agency will pay the retained percentage (or release the Contract Bond if a
26 "FHWA funded" project) only if the Contractor has obtained from the Washington State
27 Department of Revenue a certificate showing that all Contract-related taxes have been paid
28 (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor
29 any amount the Contractor may owe the Washington State Department of Revenue,
30 whether the amount owed relates to this Contract or not. Any amount so deducted will be
31 paid into the proper State fund.

32 **1-07.2(1) STATE SALES TAX — RULE 171**

33 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets,
34 roads, etc., which are owned by a municipal corporation, or political subdivision of the State,
35 or by the United States, and which are used primarily for foot or vehicular traffic. This
36 includes storm or combined sewer systems within and included as a part of the street or
37 road drainage system and power lines when such are part of the Roadway lighting system.
38 For Work performed in such cases, the Contractor shall include Washington State Retail
39 Sales Taxes in the various unit Bid item prices, or other Contract amounts, including those

1 that the Contractor pays on the purchase of the materials, equipment, or supplies used or
2 consumed in doing the Work.

3 **1-07.2(2) STATE SALES TAX — RULE 170**

4 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or
5 existing buildings, or other Structures, upon real property. This includes, but is not limited
6 to, the construction of streets, roads, Highways, etc., owned by the State of Washington;
7 water mains and their appurtenances; sanitary sewers and sewage disposal systems unless
8 such sewers and disposal systems are within, and a part of, a street or road drainage
9 system; telephone, telegraph, electrical power distribution lines, or other conduits or lines
10 in or above streets or roads, unless such power lines become a part of a street or Roadway
11 lighting system; and installing or attaching of any article of tangible personal property in or
12 to real property, whether or not such personal property becomes a part of the realty by
13 virtue of installation.

14 For Work performed in such cases, the Contractor shall collect from the Contracting Agency,
15 retail sales tax on the full Contract price. The Contracting Agency will automatically add
16 this sales tax to each payment to the Contractor. For this reason, the Contractor shall not
17 include the retail sales tax in the unit Bid item prices, or in any other Contract amount
18 subject to Rule 170, with the following exception.

19 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor
20 or a Subcontractor makes on the purchase or rental of tools, machinery, equipment, or
21 consumable supplies not integrated into the project. Such sales taxes shall be included in
22 the unit Bid item prices or in any other Contract amount.

23 **1-07.2(3) SERVICES**

24 The Contractor shall not collect retail sales tax from the Contracting Agency on any Contract
25 wholly for professional or other services (as defined in Washington State Department of
26 Revenue Rules 138 and 244).

27 **1-07.4 SANITATION**

28 **1-07.4 (2) HEALTH HAZARDS**

29 *(Section 1-07.4(2) is revised to read)*

30 **COVID-19 Health and Safety Plan (CHSP) Inspection**

31 The Contractor shall grant full and unrestricted access to the Engineer for CHSP Inspections.

32 The Engineer (or designee) will conduct periodic compliance inspections on the project site,
33 staging areas, or yards to verify that any ongoing work activity is following the CHSP Plan.
34 If the Engineer becomes aware of a noncompliance incident, either through a site inspection
35 or other means, the Contractor shall immediately remedy the noncompliance incident or
36 suspend all or part of the associated work activity. The Contractor shall satisfy the Engineer
37 that the noncompliance incident has been corrected before the suspension will end.

38 The Contractor will be compensated for this effort under the bid item mobilization.
39 (April 7, 2020)

COVID-19 Health and Safety Plan (CHSP)

The Contractor shall prepare a project specific COVID-19 health and safety plan 3 (CHSP). The CHSP shall be prepared and submitted as a Type 2 Working Drawing 4 prior to beginning physical Work.

The Contractor shall update and resubmit the CHSP as the work progresses and new activities appear on the look ahead schedule required under Section 1-8 08.3(2)D. If the conditions change on the project, or a particular activity, the Contractor shall update and resubmit the CHSP. Work on any activity shall cease if conditions prevent full compliance with the CHSP.

The CHSP shall address the health and safety of all people associated with the project including State workers in the field, Contractor personnel, consultants, project staff, subcontractors, suppliers and anyone on the project site, staging areas, or yards. The plan shall contain the following minimum elements:

1. The CHSP shall identify all standards, guidance, publications, and sources on which it is based. Those standards may include references to OHSA, WISHA, and CDC publications that are current at the time the CHSP is prepared.

2. The CHSP shall identify a responsible individual from the Contractor who is responsible for implementation of the CHSP. The individual(s) contact information shall be listed in the CHSP.

3. The CHSP shall specifically identify the project for which it is applicable, and if applicable, shall address project work areas outside the project limits such as staging areas or yards.

4. The CHSP shall identify the PPE and administrative and engineered controls necessary to maintain a safe site. This includes but is not limited to: sanitation resources, screening stations, safety briefings, controlling 33 access, and personal protective equipment (PPE) needed to protect workers from COVID-19.

5. The CHSP shall identify measures for screening and managing workers or visitors to areas identified in the CHSP. The plan shall include procedures should a person exhibit symptoms of COVID-19.

6. The CHSP shall identify how the plan will be updated as new work activities are added with each two week look-ahead schedule. The CHSP updates shall identify the number of workers, crews, work tasks, and the degree of congestion or confinement workers will experience for the work 44 activities in the two week look-ahead schedule.

7. The CHSP shall include how the Contractor will ensure everyone on the site has been trained on the CHSP requirements. This includes subcontractors, suppliers, and anyone on the project site.

1-07.5 ENVIRONMENTAL REGULATIONS

Section 1-07.5 is supplemented with the following:

STATE DEPARTMENTS OF FISH AND WILDLIFE

1 *(April 2, 2018)*

2 Section 1-07.5(2) is supplemented with the following:

3 The following Provisions summarize the requirements, in addition to those required
4 elsewhere in the Contract, imposed upon the Contracting Agency by the Washington State
5 Department of Fish and Wildlife. Throughout the work, the Contractor shall comply with the
6 following requirements:

7 The Contractor shall not perform work below the Ordinary High-Water Line unless
8 specifically allowed by condition of an active HPA or Corp of Engineers Permit.

9 All costs to comply with this special provision are incidental to the Contract and are the
10 responsibility of the Contractor. The Contractor shall include all related costs in the
11 associated bid prices of the Contract.

12 **1-07.6 PERMITS AND LICENSES**

13 Section 1-07.6 is supplemented with the following:

14 The Contractor is required to possess a City of Poulsbo business license prior to Notice of
15 Award of the Contract.

16 Permits to be secured by Kitsap Transit:

17 City of Poulsbo – Grading Permit
18 City of Poulsbo – Public Property Construction Permit
19 City of Poulsbo – Tree Cutting and Clearing Permit
20

21 Permits to be obtained by Contractor:

22 City of Poulsbo – Plumbing Permit
23 Washington State - Electrical Permit
24

25 Permit fees, utility service connection fees, and other charges levied by public agencies
26 for inspection or connection of permanent construction will be reimbursed by the
27 Contracting Agency. No reimbursement will be provided for temporary service fees (such
28 as temporary water supply for dust control or construction solid waste removal).

29 All other permits will be secured by the Contractor.

30 **1-07.17 UTILITIES AND SIMILAR FACILITIES**

31 Section 1-07.17 is supplemented with the following:

32 *(April 2, 2007 WSDOT GSP)*

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

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

<u>Water</u> City of Poulsbo Public Works 710 NE Iverson Street Poulsbo, WA 98370 360-779-4078	<u>Sewer</u> City of Poulsbo Public Works 710 NE Iverson Street Poulsbo, WA 98370 360-779-4078
<u>Power</u> Puget Sound Energy 22884 Ryen Dr NW Poulsbo, WA 98370 888-225-5773	<u>Gas</u> Cascade Natural Gas 6313 Kitsap Way Bremerton, WA 98312 360-373-1403
<u>Telecom</u> KPUD Telecommunications 1431 Finn Hill Rd Poulsbo, WA 98370 360-779-7656	

1-07.23 PUBLIC CONVENIENCE AND SAFETY

1-07.23(1) CONSTRUCTION UNDER TRAFFIC

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

WORK ZONE CLEAR ZONE

(January 2, 2012 WSDOT GSP)

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

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

During actual hours of Work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the Shoulder of the Roadway.

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

Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing and the Engineer has provided written approval.

Minimum WZCZ distances are measured from the edge of Traveled Way and will be determined as follows:

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

* or 2-feet beyond the outside edge of sidewalk

Minimum Work Zone Clear Zone Distance

Two-way traffic must be maintained at all times in and out of the park and ride. The NW exit must remain open at all times for departing buses.

(January 5, 20015 WSDOT GSP)

Lane closures are subject to the following restrictions:

*** Lane closures and all other traffic revisions shall comply with MUTCD and City of Poulsbo Standards ***

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

Lane closures are not allowed on any of the following:

1. A holiday weekend: holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday.
2. After *** 3:00 pm *** on the day prior to a holiday or holiday weekend, and
3. Before *** 10:00 am *** on the day after the holiday or holiday weekend.

The contractor will be granted 45 parking stalls and drive aisle for construction laydown/ staging area along the eastern portion of the park and ride.

1-07.24 RIGHTS OF WAY

(July 23, 2015 APWA GSP)

Delete this Section and replace it with the following:

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

Generally, the Contracting Agency will have obtained, prior to Bid opening, all Rights of Way and easements, both permanent and temporary, necessary for carrying out the Work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

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

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the Work in areas where Right of Way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the Right of Way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or Right of Way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of Contract.

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.

1-08 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 three days prior to 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

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 7:00 p.m. of a working day with a maximum 1-hour lunch break and a Monday through Friday work week excluding Contracting Agency's recognized holidays. 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.

If a Contractor desires to perform work on holidays, Saturdays, Sundays, or before 7:00 a.m. or after 7:00 p.m. on any day, the Contractor shall apply in writing to the Engineer for permission to work such times. Permission to work longer than an 8 hour period between 7:00 a.m. and 7:00 p.m. is not required. Such requests shall be submitted to the Engineer 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 7:00 p.m. and 7:00 a.m. during weekdays and between the hours of 7:00 p.m. and 8:00 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

1 regulations or complaints are received from the public or adjoining property owners
2 regarding the noise from the Contractor's operations. The Contractor shall have no claim
3 for damages or delays should such permission be revoked for these reasons.

4 Permission to work Saturdays, Sundays, holidays or other than the agreed upon normal
5 straight time working hours Monday through Friday may be given subject to certain other
6 conditions set forth by the Contracting Agency or Engineer. These conditions may include
7 but are not limited to: requiring the Engineer or such assistants as the Engineer may deem
8 necessary to be present during the work; requiring the Contractor to reimburse the
9 Contracting Agency for the costs in excess of straight-time costs for Contracting Agency
10 employees who worked during such times, on non-Federal aid projects; considering the
11 work performed on Saturdays, Sundays, and holidays as working days with regards to the
12 contract time; and considering multiple work shifts as multiple working days with respect
13 to contract time even though the multiple shifts occur in a single 24-hour period. Assistants
14 may include, but are not limited to, survey crews; personnel from the Contracting Agency's
15 material testing lab; inspectors; and other Contracting Agency employees when in the
16 opinion of the Engineer, such work necessitates their presence.

17 Revise this section to read:

18 **1-08.3 PROGRESS SCHEDULE**

19 **1-08.3(2) PROGRESS SCHEDULE TYPES**

20 **1-08.3(2)B TYPE B PROGRESS SCHEDULE**

21 *(March 13, 2012 APWA GSP)*

22 Revise the first paragraph to read:

23 The Contractor shall submit a preliminary Type B Progress Schedule at or prior to the
24 preconstruction conference. The preliminary Type B Progress Schedule shall comply with
25 all of these requirements and the requirements of Section 1-08.3(1), except that it may be
26 limited to only those activities occurring within the first 60-working days of the project.

27 Revise the first sentence of the second paragraph to read:

28 The Contractor shall submit five (5) copies of a Type B Progress Schedule depicting the
29 entire project no later than 21-calendar days after the preconstruction conference.

30 **1-08.4 PROSECUTION OF WORK**

31 Delete this Section and replace it with the following:

32 **1-08.4 NOTICE TO PROCEED AND PROSECUTION OF WORK**

33 Notice to Proceed will be given after the contract has been executed and the contract bond
34 and evidence of insurance have been approved and filed by the Contracting Agency. The
35 Contractor shall not commence with the work until the Notice to Proceed has been given
36 by the Engineer. The Contractor shall diligently pursue the work to the physical completion
37 date within the time specified in the contract. Voluntary shutdown or slowing of operations

by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

1-08.5 TIME FOR COMPLETION

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed date. Construction activities will be limited to the dates found in the "Contract Time & Liquidated Damages" section of the request for bid. The Contractor shall not complete construction activities before or after this date.

Each calendar day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. If the Contractor elects to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day, then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
 - a. Certified Payrolls (Federal-aid Projects)
 - b. Material Acceptance Certification Documents
 - c. Annual Report of Amounts Paid as MBE/WBE Participants or Quarterly Report of Amounts Credited as DBE Participation, as required by the Contract Provisions.
 - d. Final Contract Voucher Certification
 - e. Property owner releases per Section 1-07.24

Section 1-08.5 is supplemented with the following:

(March 13, 1995 WSDOT GSP)

This project shall be physically completed within *** 90 *** working days.

1-08.6 SUSPENSION OF WORK

Specification is supplemented by the following:

The Contractor must comply with all COVID-19 directives and laws established by City of Poulsbo, Kitsap Public Health District, State of Washington, and the US Federal Government. The Contractor will suspend work if ordered to do so by one of these agencies. Working Days will not be changed during the contract suspension period. Once the stay-at-home order has been lifted, the Contractor will have 7 calendar days to remobilize and begin work. The Contractor will not be entitled to additional overhead or other forms of compensation relating to this Specification or COVID-19 related stop work directive.

1-08.7 MAINTENANCE DURING SUSPENSION

(October 1, 2005 APWA GSP)

Revise the second paragraph to read:

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

1-08.9 LIQUIDATED DAMAGES

(August 14, 2013 APWA GSP)

Revise the fourth paragraph to read:

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

1-09 MEASUREMENT AND PAYMENT

1-09.6 FORCE ACCOUNT

(October 10, 2008 APWA GSP)

Supplement this Section with the following:

The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to be paid per force account, only to provide a common Proposal for Bidders. All such dollar amounts are to become a part of Contractor's total Bid. However, the Contracting Agency does not warrant expressly or by implication, that the actual amount of

1 Work will correspond with those estimates. Payment will be made on the basis of the
2 amount of Work actually authorized by Engineer.

3 **1-09.9 PAYMENTS**

4 *(October 10, 2008 APWA GSP)*

5 Revise the first paragraph to read:

6 The basis of payment will be the actual quantities of Work performed according to the
7 Contract and as specified for payment. For items Bid as lump sum, with a bid price of more
8 than or equal to \$20,000, the Contractor shall submit a breakdown of their lump sum price
9 in sufficient detail for the Project Engineer to determine the value of the Work performed
10 on a monthly basis. Lump sum breakdowns shall be provided to the Project Engineer no
11 later than the date of the preconstruction conference.

12 Delete the third paragraph and replace it with the following:

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

16 The initial progress estimate will be made not later than 30 days after the Contractor
17 commences the work, and successive progress estimates will be made every month
18 thereafter until the Completion Date. Progress estimates made during progress of the work
19 are tentative, and made only for the purpose of determining progress payment. The
20 progress estimates are subject to change at any time prior to the calculation of the Final
21 Payment.

22 The value of the progress estimate will be the sum of the following:

- 23 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units
24 of work completed multiplied by the unit price.
- 25 2. Lump Sum Items in the Bid Form — partial payment for lump sum Bid items will
26 be a percentage of the price in the Proposal based on the Engineer's determination
27 of the amount of Work performed, with consideration given to, but not exclusively
28 based on, the Contractor's lump sum breakdown for that item.
- 29 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site
30 or other storage area approved by the Engineer.
- 31 4. Change Orders — entitlement for approved extra cost or completed extra work as
32 determined by the Engineer.

33 Progress payments will be made in accordance with the progress estimate less: 1. Retainage
34 per Section 1-09.9(1); 2. The amount of Progress Payments previously made; and 3. Funds
35 withheld by the Contracting Agency for disbursement in accordance with the Contract
36 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.

Payments will be made by warrants, issued by the Contracting Agency's fiscal officer, against the appropriate fund source for the project. Payments received on account of work performed by a subcontractor are subject to the provisions of RCW 39.04.250.

1-09.13 CLAIMS RESOLUTION

1-09.13(3) CLAIMS \$250,000 OR LESS

(October 1, 2005 APWA GSP)

Delete this Section and replace it with the following:

The Contractor and the Contracting Agency mutually agree that those claims that total \$250,000 or less, submitted in accordance with Section 1-09.11 and not resolved by nonbinding ADR processes, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

1-09.13(3) ADMINISTRATION OF ARBITRATION

(July 23, 2015 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 is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.05 shall control venue and jurisdiction of the Superior Court. 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

1-10.2 TRAFFIC CONTROL MANAGEMENT

1-10.2(1) GENERAL

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

(January 3, 2017 WSDOT GSP)

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

The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.

Kingston, WA 98346
(360) 297-3035

Evergreen Safety Council
12545 135th Ave. NE
Kirkland, WA 98034-8709
1-800-521-0778

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

1-10.4 MEASUREMENT

1-10.4(1) LUMP SUM BID FOR PROJECT (NO UNIT ITEMS)

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

(August 2, 2004 WSDOT GSP)

The Proposal contains the item "Project Temporary Traffic Control," lump sum. The provisions of Section 1-10.4(1) shall apply.

END DIVISION 1

DIVISION 2 - EARTHWORK

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.3 CONSTRUCTION REQUIREMENTS

Section 2-02.3 is supplemented with the following:

2-02.3(3) REMOVAL OF PAVEMENT, SIDEWALKS, CURBS, AND GUTTERS

Item 1 in Section 2-02.3(3) is revised to read:

1. Haul broken-up pieces to some off-project site.

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

SAW CUTTING

All full-depth saw cuts shall be continuous, and shall be made with saws specifically equipped for the purpose. No skip cutting or jack hammering will be allowed unless specifically approved otherwise in writing by the Engineer. The location of all pavement cuts shall be where shown in the Plans or as approved by the Engineer in the field before cutting commences.

1 The approximate thickness of the asphalt concrete pavement is variable between 4 and 8
2 inches. Existing concrete sidewalk is typically 4" to 6" in thickness. The approximate
3 thickness of existing cement conc. pavement is 9" to 12" in thickness.

4 All saw cutting performed in the Contract shall provide for and include removal and disposal
5 of slurry created from water cooling/lubrication, in accordance with the Washington State
6 Department of Ecology regulations. Waste material (slurry) shall not be allowed to enter
7 drainage systems, ditches, or streams.

8 **2-02.4 MEASUREMENT**

9 Section 2-02.4 is supplemented with the following:

10 Saw cutting existing pavement will be measured by the linear foot along the surface being
11 cut.

12 Removing curb and gutter will be measured by the linear foot along the line and slope of
13 the existing curb and gutter prior to removal

14 Removing sidewalk will be measured by the square yard of sidewalk removed prior to
15 removal.

16 Removal of asphalt concrete pavement and cement conc. pavement will be measured by
17 the square yard prior to removal.

18 Removal of existing pipe will be measured by the linear foot along the line and slope of the
19 pipe prior to removal. Any existing pipe removed within the limits of Roadway excavation
20 or Structure excavation will not be measured and will be included in the pay item for
21 Roadway excavation or Structure excavation.

22 Removal of existing drainage Structures will be measured per each for each drainage
23 Structure removed.

24 Removal of chain link fence will be measured by the linear foot along the line and slope of
25 the fence prior to removal and as staked by the Engineer.

26 Removal of rock wall will be measured by the square foot of face of wall prior to it's removal
27 and as staked by the Engineer.

28 **2-02.5 PAYMENT**

29 Section 2-02.5 is supplemented with the following:

30 **"SAW CUTTING", PER LINEAR FOOT.**

31 The unit Contract price per linear foot for "Saw Cutting" shall be full pay for all costs
32 necessary to complete the Work as specified regardless of the depth encountered or the
33 material to be cut, including collection, removal, and disposal of slurry.

34 **"REMOVING CEMENT CONC. SIDEWALK", PER SQUARE YARD.**

35 **"REMOVING CEMENT CONC. CURB AND GUTTER", PER LINEAR FOOT.**

The unit Contract price per square yard for "Removing Cement Conc. Sidewalk" and per linear foot for "Removing Cement Conc. Curb and Gutter" shall be full pay for performing the Work as specified, including disposal.

"REMOVING CEMENT CONC. PAVEMENT", PER SQUARE YARD.

The unit Contract price per square yard for "Removing Cement Conc. Pavement" shall be full pay for performing the Work as specified, including disposal.

"REMOVING ASPHALT CONC. PAVEMENT", PER SQUARE YARD.

The unit Contract price per square yard for "Removing Asphalt Conc. Pavement" shall be full pay for performing the Work as specified, including disposal.

"Remove Catch Basin & Plug Pipe", per each

"Remove 12" Diam. DI Culvert", per linear foot

END DIVISION 2

DIVISION 5 - SURFACE TREATMENTS AND PAVEMENTS

5-04 HOT MIX ASPHALT

(June 19, 2017 APWA GSP)

Delete WSDOT Amended Section 5-04, Hot Mix Asphalt, and replace it with Section 5-04, Hot Mix Asphalt as printed in the Standard Specifications for Road, Bridge and Municipal Construction, 2016 edition.

5-04.3 CONSTRUCTION REQUIREMENTS

5-04.3(7) PREPARATION OF AGGREGATES

5-04.3(7)A MIX DESIGN

5-04.3(7)A2 STATISTICAL OR NONSTATISTICAL EVALUATION

Delete this Section and replace it with the following:

5-04.3(7)A2 NONSTATISTICAL EVALUATION

(January 16, 2014 APWA GSP)

Mix designs for HMA accepted by Nonstatistical evaluation shall;

- Be submitted to the Project Engineer on WSDOT Form 350-042.
- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2) and 9-03.8(6).

- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with WSDOT Test Method T 718 or based on historic anti-strip and aggregate source compatibility from WSDOT lab testing. Anti-strip evaluation of HMA mix designs utilized that include RAP will be completed without the inclusion of the RAP.

At or prior to the preconstruction meeting, the Contractor shall provide one of the following mix design verification certifications for Contracting Agency review;

- The proposed mix design indicated on a WSDOT mix design/anti-strip report that is 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) MIXING

5-04.3(8)A ACCEPTANCE SAMPLING AND TESTING - HMA MIXTURE

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, pre level, 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's 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(14)

Planning Bitummons Pavement section is supplemented with the following:
2 inches of existing HMA are to be planed uniformly as specified in the plan set.

5-04.5 PAYMENT

Section 5-04.5 is supplemented with the following:

ASPHALT COST PRICE ADJUSTMENT

(August 5, 2013 WSDOT GSP)

The Contracting Agency will make an Asphalt Cost Price Adjustment, either a credit or a payment, for qualifying changes in the reference cost of asphalt binder. The adjustment

will be applied to partial payments made according to Section 1-09.9 for the following Bid items when they are included in the Proposal:

"HMA Cl. ____ PG ____"
"HMA for Approach Cl. ____ PG ____"
"HMA for Preleveling Cl. ____ PG ____"
"HMA for Pavement Repair Cl. ____ PG ____"
"Commercial HMA"

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

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

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

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

The base cost established for this Contract is the reference cost posted on the Agency website for the period immediately preceding the Bid opening date.

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

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

If the reference cost is greater than or equal to 105% of the base cost, then

Adjustment = (Current Reference Cost – (1.05 x Base Cost)) x (Q x 0.056).

If the reference cost is less than or equal to 95% of the base cost, then

Adjustment = (Current Reference Cost – (0.95 x Base Cost)) x (Q x 0.056).

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

"Asphalt Cost Price Adjustment", by calculation.

"Asphalt Cost Price Adjustment" will be calculated and paid for as described in this Section. For the purpose of providing a common Proposal for all Bidders, the Contracting Agency has entered an amount in the Proposal to become a part of the total Bid by the Contractor.

5-04.5(1) QUALITY ASSURANCE PRICE ADJUSTMENTS

1 **5-04.5(1)B PRICE ADJUSTMENTS FOR QUALITY OF HMA COMPACTION**
2 *(January 16, 2014 APWA GSP)*

3 Delete this Section and replace it with the following:

4 The maximum CPF of a compaction lot is 1.00.

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

10 **5-05 CEMENT CONCRETE PAVEMENT**

11 Section 5-05 is supplemented with the following:

12 **5-05.4 MEASUREMENT**

13 "Cement Conc. Pavement", will be measured by the square yard.

14 **5-05.5 PAYMENT**

15 "Cement Conc. Pavement", will be paid for by the square yard installed, and shall include
16 all materials and labor to place and finish; and will also include all costs associated with
17 supplying and installing Dowel Bars, Dowel Bar Baskets, Tie Bars and associated drilling
18 and epoxy if required. This work will also include compacting the existing subgrade to
19 95% compaction. Dowel Bars shall be 1-1/4" to 1-1/2" diameter in size and 18" long.

20 **END DIVISION 5**

21 **DIVISION 6 – STRUCTURES**

22 **VACANT**

23 **END DIVISION 6**

24 **DIVISION 7 - DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS,**
25 **WATER MAINS, AND CONDUITS**

26 **7-01 DRAINS**

27 **7-01.1 DESCRIPTION**

28 Section 7-01.1 is supplemented with the following:

This Work consists of constructing 8" or 12" PVC French Drain, and Gravel Backfill for Drains in accordance with the Plans and these Specifications, and as staked.

7-01.2 MATERIALS

Section 7-01.2 is supplemented with the following:

PVC drainpipe shall meet the requirements of Standard Specifications Section 9-05.1(5).

Gravel Backfill for Drains shall meet the requirements of Standard Specifications Section 9-03.12(4).

7-01.4 MEASUREMENT

Section 7-01.4 is supplemented with the following:

8" PVC French Drain will be measured per linear foot.

12" PVC French Drain will be measured per linear foot
Gravel Backfill for Drains will be measured per cubic yard

7-01.5 PAYMENT

Section 7-01.5 is supplemented with the following:

"8" PVC French Drain.", per linear foot.

"12" PVC French Drain.", per linear foot.

"Gravel Backfill for Drains.", per cubic yard.

The unit Contract price per linear foot for "8" PVC French Drain." and "12" PVC French Drain." shall include connections to drainage structure.

7-04 STORM SEWERS

(This section of specifications is supplemented by the following.)

7-04.1 DESCRIPTION

This work consists of potholing existing utilities at the discretion of the engineer.

7-04.4 MEASUREMENT

Potholing of existing utilities as directed by the engineer will be paid per each.

7-04.5 PAYMENT

"Pothole", per each.

7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS

Section 7-05 is supplemented with the following:

The rock material type shall be the same as described in section 9-03.11(1) and shall be washed so it is clean.

7-05.1 DESCRIPTION

This work consists of the excavation and installation of yard drains and clean outs connecting to PVC drainpipes and/or perforated pipes of various configurations as well as installing a 54" Diameter Control Structure with a Solid Locking Lid, connecting to the Stormwater Detention System Complete in accordance with the Plans, these specifications, and the Standard Plans, or at the locations as staked by the engineer.

7-05.2 MATERIALS

Yard Drains

Nyloplast Custom Drain Basin (by ADS) or equivalent as approved by the engineer with 6" to 8" diameter connections and fittings.

Clean Outs

Nyloplast Inline Drains (by ADS) or PVC Clean out or equivalent as approved by the engineer with 6" to 8" diameter connections and fittings.

Control Structure

54" diameter control structure per city of Poulsbo standard plan 5-04.

7-05.3 CONSTRUCTION REQUIREMENTS

Yard Drains and Clean outs are to be constructed per contract plans for rim elevations and connecting pipe invert elevations.

For ADA grates for rectangular frames refer to sections 9-05.15(2) and WSDOT Standard Plan.

Where shown in the Plans, the Contractor shall connect new drainage pipe to existing drainage Structures such as catch basins, manholes, and inlets, or shall connect new drainage Structures such as catch basins, manholes, and inlets to existing drainage pipe.

Metal Parts: Corrosion Resistant, Non-galvanized parts preferred. Pipe parts to have asphalt treatment 1.

Frame and ladder or steps offset so:

- A. Cleanout gate is visible from top.
- B. Climb-down space is clear of riser and cleanout gate.
- C. Frame is clear of curb.

If metal outlet pipe connects to cement concrete pipe: outlet pipe to have smooth O.D. equal to concrete pipe I.D. less 1/4".

Provide at least one 3" X 0.90 gage support bracket anchored to concrete wall (maximum 3'-0" vertical spacing).

7-05.4 MEASUREMENT

Yard drains and clean outs will be measured per each.

Locking solid metal cover for catch basins will be measured by the unit each for cover installed on an existing catch basin.

ADA grates for rectangular frames will be measured by the unit each for each ADA grate and frame installed.

Connect to drainage structure will be measured per each.

54" Diameter Control Structure W/ Solid Locking Lid measured per each.

7-05.5 PAYMENT

"Yard Drain.", per each. (Includes unit and grate materials, excavation, installation, and backfill aggregate. "Clean Outs.", per each. (Includes materials, excavation, installation, and backfill aggregate)

"Solid Locking Cover", per each.

The unit Contract price per each for "Solid Locking Cover" shall be full compensation for removing and disposing of the existing grate and installing the new cover.

"ADA Grate for Rectangular Grate," per each. The unit contract price will be full compensation for ADA grates and frame along the trail alignment.

"Connect to Drainage Structure", Per each.

The unit Contract price per each for "Connect to Drainage Structure" shall be full compensation for connecting drainage pipe to structure, grouting structure connections and any necessary alteration to the drainage structure and or pipe end.

"Storm Clean Out", per each.

"54" Diameter Control Structure with Solid Locking Lid", per each.

7-06 RIVER ROCK

7-06.01 DESCRIPTION

Round river rock shall be placed at cement concrete curb cuts where stormwater runoff flows in the bioretention cell. These round river rock energy dispatchers will be 24" X 24" X 9" in depth.

7-06.02 MATERIALS

Section 9-03.11(1) is supplemented with the following:

The rock material type shall be the same as described in section 9-03.11(1) and shall be washed so it is clean.

Required Sieve Size

Sieve Size	Percent Passing (Weight)
4"	100%
3"	75%
2"	50%

1"	25%
3/4"	0%

7-06.4 MEASUREMENT

River Rock will be measured by line measurement at an assumed depth of 9" installed and calculated to the nearest cubic yard.

7-06.5 PAYMENT

"River Rock", per cubic yard for installed materials as specified by the plans and as directed by the engineer.

7-10 WATER METER SERVICE

7-10.01 DESCRIPTION

This work consists of installation of a 5/8" X 3/4" or 1" domestic or irrigation water service and a 3/4" – 2" outside installed domestic, irrigation or fire sprinkler double check valve assembly. All construction is to be in accordance with the Plans, these Specifications, and the Standard Plans, or at the locations as staked by the engineer.

7-10.02 MATERIALS

Horizontal Meter

Ductile iron service saddle with double S.S. straps & IP threads.

1" corporation stop IP X IP. 1" I.P.S., 200 PSI high density polyethylene with locate wire.

Metter setter with angle stop & check valve.

12" brass nipple.

For 3/4" meter: Fogtite B9 concrete meter box. For 1" meter: Fogtite B9-1/2 concrete meter box.

All boxes: steel traffic lid with a 1-1/2" lid hole for touch-read pad.

7-10.03 CONSTRUCTION REQUIREMENTS

Service lines shall be perpendicular to the watermain, unless otherwise approved by the engineer.

For irrigation and commercial services an approved backflow assembly must be installed within 18" of meter per city of Poulsbo requirements.

Irrigation system shall not be put into service until the backflow prevention installation is approved by the city of Poulsbo inspector.

Locate wire shall be 14-gauge, vinyl coated copper, paced with polyethylene service line.

Bare locate wire (stripped) shall be wrapped around the corporation stop a minimum of two times. The end in the meter box shall be looped within the meter box.

Pea gravel 6" deep on bottom of box.

Enclose 2" & smaller D.C.V.A. in 2-meter boxes stacked on top of each other or, oversized box when needed. Must have a removable cover.

Minimum of 3" and maximum of 6" distance between underside of lid and highest point of device.

Must include (4) resilient seated test-cocks with plugs installed.
The D.C.V.A. must include (2) resilient seated shut off valves.
Y-pattern D.C.V.A. should be installed on side.
Install test cocks face up with a minimum 6" clearance between the test cocks and the lid.
Minimum of 3" between lowest point of device and drain rock.

7-10.4 MEASUREMENT

"1in. Water Meter Service W/ Double Check Valve Assembly" will be measured per each fully installed.

7-10.5 PAYMENT

"1 in. Water Meter Service W/ Double Check Valve Assembly", per each.

7-16 1" DIAMETER WATER LINE

7-16.01 DESCRIPTION

This work consists of excavation and installation of the 1" water service line. All construction is to be in accordance with the Plans, these specifications, and the Standard Plans, or at the locations as staked by the engineer.

7-16.02 MATERIALS

Water Line

1" diameter copper tubing sizes (CTS) high-density polyethylene (HDPE).

Curb Stop Valve

Water service line system to include four fully ported brass ball valves with standard curb stop riser (curb stop valves).

7-16.03 CONSTRUCTION REQUIREMENTS

Construction shall be completed in accordance with the contract plans. Each end of the water lines are to have curb stop valves.

7-16.04 MEASUREMENT

1" diameter water line shall be measured per linear foot.

7-16.05 PAYMENT

"1" Diam. Water Line.", per linear foot. (includes excavation, pipe, valves, installation, fitting, backfill, and compaction)

7-20 STORMWATER DETENTION SYSTEM

7-20.01 DESCRIPTION

The contractor shall excavate, supply Stormbrixx XD system, prepare surface, install Stormbrixx XD system, connect and backfill as called out in the plan set and as specified by

1 the manufacturer. The completed system will provide 6880 cubic feet of stormwater
2 detention volume.

3 **7-20.02 MATERIALS**

4 Refer to plan set and manufacturer Spec sheet.

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6 [content/uploads/2021/08/ACO-StormBrixx-HD-Spec-Sheet.pdf](chrome-extension://efaidnbmnnnibpcajpcgicfindmkaj/https://askaco.us/wp-content/uploads/2021/08/ACO-StormBrixx-HD-Spec-Sheet.pdf)

7 Michael Aguilar, Area Sales Manager

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11 **7-20.03 CONSTRUCTION REQUIREMENTS**

12 Refer to plan set and manufacturer Spec sheet.

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19 **7-20.04 MEASUREMENT**

20 Stormwater Detention System Complete, no unit measure will apply, system will be paid
21 per lump sum.
22

23 **7-20.5 PAYMENT**

24 Payment will be made "Stormwater Detention System Complete", will be paid per lump
25 sum, for supplying and constructing a 7,270 cubic foot Stormbrixx XD System on site,
26 including all Stormbrixx XD System related materials, extension shafts, clean outs, concrete
27 load plates, geotextile, crushed rock pad, crush backfill and other backfill and required
28 impermeable geomembrane liner.

29 Related excavation work will be paid under "Structure Excavation Class B Incl. Haul".
30

31 **END DIVISION 7**

32 **DIVISION 8 - MISCELLANEOUS CONSTRUCTION**

33 **8-01 EROSION CONTROL AND WATER POLLUTION CONTROL**

34 **8-01.1 DESCRIPTION**

35 Section 8-01.1 is supplemented with the following:

This Work shall consist of adopting and implementing a Surface Water Pollution Prevention Plan (SWPPP). The SWPPP is included in the Project Manual, Appendix C.

8-01.2 MATERIALS

Section 8-01.2 is supplemented with the following:

High visibility fence shall be in accordance with WSDOT Standard Plan I-1-.10-01, with the exception that the self-locking nylon tie spacing is revised from 16-inches (Typ.) to 6-inches (Typ.).

8-01.3 CONSTRUCTION REQUIREMENTS

8-01.3(1) GENERAL

8-01.3(1)A SUBMITTALS

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

Prior to beginning Work, the Contractor shall adopt the Surface Water Pollution Prevention Plan (SWPPP) in accordance with the Washington State Department of Ecology's 2019 Stormwater Management Manual for Western Washington Volume II – Construction Stormwater Pollution Prevention, and the Department of Ecology's Construction Stormwater General Permit. These documents are available here:

Stormwater Manual:

<http://www.ecy.wa.gov/pubs/0510030.pdf>

General Permit:

<http://www.ecy.wa.gov/programs/wq/Stormwater/construction/resourcesguidance.html>

Permit coverage under the Construction Stormwater General Permit will be obtained by the Contracting Agency. Following the Notice to Proceed, the Contractor shall file a Transfer of Coverage form (ECY 020-87a, revised 03/08) with the Department of Ecology, and shall provide a copy to the Engineer. With this submittal, the Contractor shall take over responsibility as Operator/Permittee for the project.

The Contractor shall obtain the Engineer's approval of the SWPPP and schedule for implementation before any Work begins. The SWPPP shall cover all areas that the Contractor's Work may affect inside and outside the limits of the project, and shall include all necessary measures to comply with the Construction Stormwater General Permit's conditions.

A Discharge Monitoring Report (DMR) documenting all stormwater sampling results shall be submitted to the Contracting Agency and the Washington Department of Ecology on a monthly basis in accordance with Section 8-01.3(1)F of these Special Provisions.

Following completion of construction activities, the Contractor shall provide to the Engineer a copy of the SWPPP document that includes all changes made during the project as well as complete documentation of inspections, sampling, and corrective measures that have occurred through the course of the project.

8-01.3(1)F STORMWATER SAMPLING

Section 8-01.3(1)F is added as follows:

Stormwater sampling shall be performed by the Contractor or authorized representative at the frequencies required in the Construction Stormwater General Permit (weekly at minimum). Samples shall be analyzed for turbidity and pH in accordance with the Construction Stormwater General Permit. Sampling shall be conducted in accordance with the EPA 180.1 analytical method and the Washington State Department of Ecology's How to do Stormwater Monitoring: A guide for construction sites, available online at <http://www.ecy.wa.gov/pubs/0610020.pdf>. Samples shall be taken at the points of discharge from the site. Reports of the sampling results shall be recorded in the project SWPPP and shall be submitted monthly to the Contracting Agency and the Washington State Department of Ecology. The DMR forms are mailed to permittees when permit coverage is granted for the project. If there are no discharges during the month, the Contractor is still required to submit a form stating "no discharge". The sampling results shall be submitted electronically to:

<http://www.ecy.wa.gov/programs/wq/permits/paris/webdmr.html>

Ecology must receive DMR's within 15 days after the end of each month. If the permittee monitors more frequently than required by the permit, these results also need to be submitted in the DMR.

Corrective measures shall be taken if benchmark values are exceeded.

The key benchmark turbidity value is 25 nephelometric turbidity units (NTU) for the downstream receiving water body. If the 25 NTU benchmark is exceeded in any sample collected from the discharge point, the following steps will be conducted:

- a. Ensure all BMPs specified in this SWPPP are installed and functioning as intended.
- b. Assess whether additional BMPs should be implemented, and document modified BMPs in the SWPPP as necessary.
- c. Sample discharge daily until the discharge is 25 NTU or lower.

If the turbidity exceeds 250 NTU at any time, the following steps will be conducted:

- a. Notify Ecology by phone within 24 hours of analysis.
- b. Continue sampling daily until the discharge is 25 NTU or lower. Initiate additional treatment BMPs such as off-site treatment, infiltration, filtration and chemical treatment within 24 hours, and implement those additional treatment BMPs as soon as possible, but within a minimum of 7 days.
- c. Describe inspection results and remedial actions taken in the site log book and in monthly discharge monitoring reports.

1 Sampling and monitoring for pH will occur during the phase of construction when concrete
2 pouring will be conducted until fully cured (3 weeks from pour). Samples will be collected
3 weekly at all discharge points (sedimentation pond/Baker Tank) prior to discharge to
4 surface water. Samples will be analyzed for pH using a calibrated pH meter and recorded
5 in the site log book.

6 The key benchmark pH value for stormwater is a maximum of 8.0. If a pH greater than
7 8.0 is measured at a discharge point that has the potential to discharge to surface water,
8 the following steps will be conducted:

- 9 a. Assess whether additional BMPs should be implemented and whether associated
10 revisions to the SWPPP are necessary.
- 11 b. Stop (detain) all discharges from leaving the site and entering surface waters or
12 storm drains if the pH is greater than 8.5.
- 13 c. Sample sedimentation pond the following day, and if the pH exceeds 8.0 for the
14 second consecutive day, implement CO2 sparging treatment.
- 15 d. Sample and measure pH daily until there are 3 consecutive pH measurements less
16 than 8.0.
- 17 e. If there are 3 consecutive pH measurements greater than 8.0, notify the
18 Washington Department of Ecology by phone within 24 hours of the 3rd
19 measurement exceeding a pH of 8.0 and initiate discussions with Ecology
20 regarding additional treatment BMPs.

21 Describe inspection results and remedial actions that are taken in the site log book and in
22 monthly Discharge Monitoring Reports.

23 **8-01.3(2) SEEDING, FERTILIZING AND MULCHING**

24 *(NWR March 22, 2010 WSDOT GSP)*

25 **8-01.3(2)A PREPARATION FOR APPLICATION**

26 Section 8-01.3(2)A is supplemented with the following:

27 Unwanted vegetation in any area to be seeded shall be controlled according to the
28 requirements of Section 8-02.3(3) prior to seeding.

29 Areas requiring seeding which become compacted due to construction use, including but
30 not limited to staging areas and access roads, shall be loosened and cultivated to a
31 minimum depth of 10 inches prior to seeding operations.

32 No cultivation shall occur in areas within the drip line of existing vegetation scheduled to
33 remain.

34 **8-01.3(2)B SEEDING AND FERTILIZING**

35 Section 8-01.3(2)B is supplemented with the following:

Grass seed, of the following composition, proportion, and quality shall be applied at the rates shown below on all exposed soil areas outside of landscape planting areas:

Kind and Variety of Seed in Mixture by Common Name and (Botanical name)	% Weight	% Purity	% Germination
Redtop or Oregon bentgrass (Agrostis alba or Agrostis Oregonensis)	20	92	85
Red fescue (Festuca rubra)	70	98	90
White dutch clover (Trifolium repens)	10	98	90

The rate of application shall be 5 pounds per 1,000 square feet and shall have a minimum germination rate of 90%. Seed shall be optimally applied before September 15th to establish cover before winter unless otherwise approved by the Engineer.

8-01.3(2)D MULCHING

Section 8-01.3(2)D is supplemented with the following:

An application of ½" screened organic compost (Pacific Garden Mulch or equivalent) shall be applied in all bioretention areas to a 2" depth, and in all disturbed soil areas to a 1" depth as a growing medium for hydroseed.

Arborist Mulch shall be applied in all shrub and groundcover areas to a 2" depth, and as specified in the Plans.

8-01.3(6) CHECK DAMS

Section 8-01.3(6) is supplemented with the following:

The rock used to construct rock check dams shall meet the requirements for quarry spalls, in accordance with Section 9-13.1(5).

8-01.3(11) OUTLET PROTECTION

Section 8-01.3(11) is revised to read as follows:

Outlet protection shall prevent scour at the outlets of ponds, pipes, ditches or outlet conveyances. All streambed cobbles shall meet the requirements in Section 9-03.11(2) for 6" cobbles. Construction geotextile for separation shall meet the requirements of Section 9-33, Table 3, nonwoven.

8-01.3(15) MAINTENANCE

Section 8-01.3(15) is supplemented as follows:

Maintenance of erosion control BMPs, when directed by the Engineer, shall be defined as removal of accumulated sediment or debris from BMPs, or repairing BMP damages caused by weather or erosion. Replacing in kind portions or all of an erosion control BMP, or installing a new BMP, when directed by the Engineer, shall be performed as specified for the applicable BMP Bid Proposal item, and Erosion/Water Pollution Control shall not apply. Maintenance, restoring, reinstalling, replacing or reconstructing damaged BMPs as a result of Contractor operations, improper installation, or failure to install BMPs at the times specified in Section 8-01.3(1) shall be at Contractor expense.

Intermittent removing, moving and reinstalling erosion control BMPs due to interference with the performance of daily Contract Work shall not be considered as maintenance, and shall be done at Contractor expense.

Pumping, draining or conveying stormwater as specified in Section 8-01.3(11) shall not be considered as erosion control BMP maintenance, including as necessary to remove sediment from temporary ponds or traps.

8-01.4 MEASUREMENT

The first sentence of the third paragraph of Section 8-01.4 is revised to read as follows:

Check dams will be measured per linear foot one time only along the ground line of the completed check dam.

Section 8-01.4 is supplemented with the following:

Mulching with compost will be measured per square yard to the limits of the bioretention facility as indicated in the Plans. No payment shall be made for mulching with compost applied outside of the indicated limits, including adjacent slopes and berms.

8-01.5 PAYMENT

The last paragraph of Section 8-01.5 is revised to read as follows:

The unit Contract price per each for "Outlet Protection" shall be full compensation for all costs incurred to complete the Work, including furnishing and placing streambed cobbles and construction geotextile for separation.

Section 8-01.5 is supplemented with the following:

"Erosion/Water Pollution Control" shall also be full pay for all Work and materials necessary to implement the SWPPP and achieve the runoff turbidity compliant with the identified benchmarks and permit requirements, as approved by the Engineer. All erosion control measures are included in "Erosion/Water Pollution Control", except as otherwise noted in the Contract Documents.

"ESC Lead" shall be full pay for all Work associated with inspecting and managing TESC measures and BMP's, preparation and maintenance of the SWPPP document, maintaining

1 site log books, conducting turbidity and pH sampling, and preparation of monthly Discharge
2 Monitoring Reports.

3 "Check Dam", per linear foot.

4 **8-02 ROADSIDE RESTORATION**

5 **8-02.1 DESCRIPTION**

6 Section 8-02.1 is revised to read as follows:

7 This work consists of preserving, maintaining, establishing, and augmenting vegetation on
8 the roadsides and within site areas. It includes vegetation preservation, weed and pest
9 control, furnishing and placing topsoil, compost, and soil amendments, and furnishing and
10 planting seed and plants of all forms and container types. It includes performing plant
11 establishment activities and soil bioengineering. Work shall be performed in accordance
12 with these Specifications and as shown in the plans or as designated by the Engineer.

13 Trees, shrubs, and ground covers will hereinafter be referred to collectively as "plants" or
14 "plant material". Grass, wildflowers, and other plant materials installed in seed form will
15 hereinafter be referred to collectively as "seed".

16 **8-02.2 MATERIALS**

17 Section 8-02.2 is supplemented with the following:

18 Topsoil Type A	9-14.2 (1) Special Provisions
19 Eco-Lawn Seed	9-14.3 Special Provisions
20 Sandy Loam	9-14.2 (1) Special Provisions

21 **8-02.3 CONSTRUCTION REQUIREMENTS**

22 **8-02.3(1) RESPONSIBILITY DURING CONSTRUCTION**

23 Section 8-02.3(1) is supplemented with the following:

24 Landscape construction is anticipated to begin after all curbs, sidewalks and associated
25 work has been completed.

26 Contractor is responsible for ensuring positive drainage in all landscape areas.

27 **8-02.3(2)A ROADSIDE WORK PLANS**

28 Section 8-02.3(2)A, 2. Roadside Restoration, subsection a, is revised to read as follows:

29 2. Roadside Restoration:

30 a. Plan for propagation and procurement of plants, ground preparation for planting,
31 and installation of plants. Submit written documentation to the Engineer that all
32 specified plant materials have been ordered. Documentation shall include list of
33 suppliers' names, addresses, and phone numbers along with a list of respective
34 growing or storage locations with addresses. Provide all plants of the size, species,
35 variety, and quality noted and specified. If unavailable, notify the Engineer in writing
36 immediately and provide names and telephone numbers of five (5) nursery suppliers

that have been contacted. If substitution should be permitted, it can be made only with the prior written approval.

Section 8-02.3(2)A, 3. Plant Establishment Plan, is supplemented as follows:

The plant Establishment plan must include the scheduling, frequency, dates, materials and equipment utilized, whichever may apply, for all maintenance activities including, but not limited to, the following:

A. Plant Establishment

1. Pruning – Selective hand pruning per Engineers field directive (OPTION – Pruning required per Tree Protection and Pruning Plan)
2. Fertilizing – Per soil laboratory recommendations
3. Watering - Amount in inches per week
4. Weed Control – Weed removal must be by mechanical control methods unless alternatives are approved by the Engineer.
5. Litter and Debris Removal
6. Tree Staking & Tree Tie Removal
7. Erosion Control Methods and Procedures
8. Plant Replacement
9. Vandalism and Accidental Damage Repair

B. Irrigation System – All irrigation system components installed as part of this work must be maintained and operated by contractor as part of Plant Establishment.

1. Winterization Procedure
2. Spring Start-up Procedure
3. Backflow Prevention Assembly – Annual Testing
4. Head Replacement, Repairs and Adjustments
5. Automatic Controller Program by Zone – time and duration
6. Inspection for Complete Operation
7. Vandalism and Accidental Damage Repair
8. Watering Schedule with run times for each Irrigation Circuit

C. Indicate the following:

1. Emergency Contact Name – 24 hours, 7 days per week availability
 - a. Local address
 - b. Local telephone number
2. Sign and date the Plant Establishment Plan

8-02.3(4) TOPSOIL

The last paragraph of Section 8-02.3(4) is deleted and replaced with the following:

Provide soil preparation per details shown in Plans. The subsoil where topsoil is to be placed shall be scarified to the depth as specified in the Plans. Soil and Topsoil of the type specified shall be evenly spread over the specified areas in the lifts and to the compacted depths shown in the Plans. After the soil and topsoil has been spread, all large clods, hard lumps, and rocks one (1) inch in diameter and larger, and litter shall be raked up, removed, and disposed of by the Contractor.

8-02.3(4)A TOPSOIL TYPE A

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

Topsoil Type A shall be used within landscaped areas as shown in the Plans.

8-02.3(5) ROADSIDE SEEDING, LAWN, AND PLANTING AREA PREPERATION

Section 8-02.3(5) is supplemented with the following:

Prior to installing Sandy Loam and/ or Topsoil Type A, a percolation test shall be performed in the subgrade. This shall be accomplished by excavating three (3) pits, each pit being two (2) feet in depth and two (2) feet in diameter. Location of pits shall be per Engineer's field directive. Fill the pit with water and allow to drain for twenty-four (24) hours. After twenty-four (24) hours, re-fill the pit with water. Document the time required for the pit to drain completely after being filled the second time is greater than twenty-four (24) hours and submit to the Engineer. The Contractor shall be paid for work required to solve the drainage problem, such as, installation of French drains or drainage sumps at a unit price basis and agreed upon by a Change Order prior to commencement of work.

8-02.3(5)B ECO-LAWN AREA PREPERATION

Replace Section 8-02.3(5)B with the following new section:

The Contractor shall prepare eco-lawn seed areas as follows:

1. Prepare eco-lawn seed area to a weed free and bare condition in accordance with Section 8-02.3(3).
2. Remove excess material, stumps, wood or rocks over 1 inch in diameter and remove from site.
3. Bring area to uniform grade and install soil preparation in accordance with Section 8-02.3(4) and 8-02.3(6) and as specified for eco-lawn in the Plans.
4. Seed the eco-lawn seed area within two days of preparation.

8-02.3(5)C PLANTING AREA PREPERATION

Delete Section 8-02.3(5)C and replace with the following:

The Contractor shall prepare planting areas as follows:

1. Prepare planting areas to a weed free and bare condition in accordance with Section 8-02.3(3).
2. Remove excess material, stumps, wood or rocks over 1 inch in diameter and remove from site.
3. Bring area to uniform grade and install soil preparation in accordance with Section 8-02.3(4) and 8-02.3(6) and as specified in the Plans.
4. Install plants in the planting areas within two days of final preparation.

8-02.3(7) LAYOUT OF PLANTING, LAWN, AND SEEDING AREAS

Delete the last three paragraphs of Section 8-02.3(7) and add the following:

Tree locations shown in the Plans shall be considered approximate unless shown with stationing, offset distance, or other layout references.

1 **8-02.3(8) PLANTING**

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

3 Furnish all materials, equipment, labor, and related items necessary to complete the work
4 shown in the contract drawings. Install landscape to grades and conform to areas as
5 shown in the contract drawings. Work includes all areas within the limits of clearing and
6 grading, and any landscape areas outside of the limits which are disturbed during
7 construction activities. Restore landscape areas impacted by construction to
8 preconstruction or improved conditions.

9 Coordinate the layout and installation of plant materials with the installation of the
10 irrigation system(s) to ensure complete and full irrigation coverage of the planted areas.

11 Refer to Appendix A CSI Specification 32 90 00- Planting for complete details regarding
12 Planting.

13 **8-02.3(8)B PLANT INSTALLATION**

14 Section 8-02.3(8)B, subsection 3 is supplemented with the following:

15 Nursery fabric bags and/or grow bags shall be completely removed from rootballs prior to
16 installing plants.

17 **8-02.3(13) PLANT ESTABLISHMENT**

18 Section 8-02.3(13) is supplemented with the following:

19 This project includes a plant and lawn establishment period, and landscape maintenance
20 period of a total of two (2) years duration from physical completion to ensure the health
21 and establishment of plant materials.

22 In the Second paragraph of Section 8-02.3(13), replace the last two sentences with the
23 following:

24 Each year of plant establishment period shall be a minimum 12-month period. The second-
25 year establishment shall be extended an amount equal to any periods where the Contractor
26 does not comply with the plant establishment requirements and plan.

27 In the third paragraph of Section 8-02.3(13), replace the first sentences with the following:

28 During the two-year plant establishment period, the Contractor shall perform all work
29 necessary to ensure the resumption and continued growth of the transplanted material.

30 During the two years of plant establishment, the Contractor shall meet quarterly or at an
31 agreed upon schedule with the Engineer for the purpose of joint inspection of the planting
32 material.

33 **8-02.3(14) PLANT REPLACEMENT**

34 Delete the first paragraph of Section 8-02.3(14) and add the following:

1 All replacement plant material shall be inspected and accepted by the Engineer prior to
2 installation. All rejected plant material shall be replaced with acceptable plants meeting the
3 specifications and installed according to the requirements of this section at dates allowed
4 by the Engineer.

5 The Contractor shall be responsible for growing or arrange to provide sufficient plants for
6 replacement of all plant material rejected through two-year plant establishment period.
7 Plant replacement will only occur once per plant material and will occur within the second
8 year's growing season.

9 **8-02.4 MEASUREMENT**

10 Section 8-02.4 is supplemented with the following:

11 Topsoil Type A will be measured by the cubic yard in the haul conveyance at the point of
12 delivery.

13 Sandy Loam will be measured by the cubic yard in the haul conveyance at the point of
14 delivery.

15 Bark Mulch will be measured by the cubic yard in the haul conveyance at the point of
16 delivery.

17 Eco-Lawn will be measured by the square yard in the haul conveyance at the point of
18 delivery.

19 **8-02.5 PAYMENT**

20 Section 8-02.5 is supplemented with the following:

21 "Topsoil Type A", per cubic yard. The unit contract price per cubic yard shall be full pay for
22 providing the material loading, hauling, stockpiling, weed control, placing, spreading,
23 cultivation, and compacting Topsoil Type A.

24 "Sandy Loam" per cubic yard. The unit contract price per cubic yard shall be full pay for
25 providing the material loading, hauling, stockpiling, weed control, placing, spreading,
26 cultivation and compacting Sandy Loam.

27 "Bark Mulch" per cubic yard. The unit contract price per cubic yard shall be full pay for
28 providing material, loading, hauling, placing, spreading, and settling Bark Mulch.

29 "Eco-Lawn" per square yard.

30 **8-03 IRRIGATION SYSTEMS**

31 **8-03.1 DESCRIPTION**

32 Section 8-03.1 is supplemented by the following:

33 Design, furnish, and install an automatically controlled, underground irrigation system(s)
34 within the landscape areas of the city of Poulsbo right-of-way and a separate automatically
35 controlled (via battery-operated controller), underground irrigation system within the
36 landscape areas of the Kitsap Transit properties.

1 Provide complete underground sprinkler irrigation system designs that provide efficient and
2 even irrigation with head-to-head coverage of all landscape areas. Irrigation system shall
3 have minimum overspray onto signs, paved or non-planted areas, no overspray onto
4 buildings, and be complete and ready for operation.

5 Irrigation system will be maintained through-out the 2-year plant establishment period.

6 **8-03.3(2) SUBMITTALS**

7 Section 8-03.3(2) is supplemented by the following:

8 **8. Irrigation System Design Shop Drawings Required.**

9 a. Irrigation Shop Drawing must be reviewed by the Engineer prior to construction.
10 The Engineer will review the Contractor's Irrigation System Design Shop Drawings a
11 maximum of two (2) times to make sure the irrigation design will meet the
12 requirements of these Specifications. If additional reviews are required due to
13 design deficiencies found to be the Contractor's responsibility, unless waived by
14 Owner, a deductive Change Order for Engineer A/E costs will be executed for all
15 additional shop drawing review(s).

16 . Submit PDF files to Engineer to review. Minimum Drawing scale shall be 1"-20'-0"
17 unless otherwise approved by Engineer. All drawings must be well-drafted to scale
18 and include all necessary information such as PSI, Circuit GPM, Circuit Layout, Pipe
19 Sizes, Irrigation Head locations, Head and Valve Schedule, Notes, Adjacent Existing
20 Irrigation System and Existing system modifications, Automatic Control Valves, and
21 Point of Connection Valves and Assemblies for a complete design review.

22 c. Provide separate circuits for 1. Shrub and groundcover areas, 2. Seed lawn areas,
23 and 3. Tree root watering when trees are planted in lawn.

24 d. Size irrigation mainline and lateral line pipes to avoid water velocities in excess of
25 five (5) feet per second.

26 e. Design irrigation systems to allow proper watering of ALL plant materials shown
27 on the Contract Drawings within a 6-hour period of time, allowing an additional 2
28 hours of time for repeat watering of selected planting areas.

29 f. New irrigation water service and meters for the irrigation system are shown in the
30 Civil drawings. The irrigation meter capacity shall meet the following requirements:

31 1. The pressure loss through the water meter(s) shall not exceed 10% of the
32 minimum static water pressure available in the Water Service Mainline.

33 2. The maximum flow through the meter(s) for irrigation shall not exceed 75% of
34 the maximum safe flow of the meter(s).

35 3. The velocity of flow through the Water Service line shall not exceed 5 feet per
36 second.

37 g. The irrigation head layout shall meet the following requirements:

38 1. Within shrub and groundcover planting areas, layout heads with uniform
39 head-to-head coverage.

2. Within eco-lawn planting areas, layout irrigation heads with a uniform head-to-head + 10% coverage.
3. Adjust head layout as required to avoid conflicts with plant materials, light poles and other infrastructure that could result in spray blocking.

9. City of Poulsbo Plumbing Permit Required. Submit for and obtain Plumbing Permit from City of Poulsbo Building Department and submit for project documentation.

8-03.3(3) LAYOUT OF IRRIGATION SYSTEM

Replace the first paragraph of Section 8-03.3(3) with the following:

The irrigation system shall be installed within planting areas. Minor alterations and changes in layout may be allowed in order to conform to ground conditions, to avoid spray blocking, and to obtain full and adequate coverage of plant material. However, no changes in the system shall be made without prior authorization by the Engineer.

8-03.3(7) PIPING

8-03.3(7)A IRRIGATION PIPING

Delete the first paragraph of Section 8-03.3(7)A and replace with the following:

All lines shall be installed to depths shown on the Plans or as directed by the Engineer. All PVC pipe installed under areas to be paved shall be placed in irrigation sleeves as shown on Plans. Irrigation sleeves shall extend a minimum of 2-feet beyond the limits of the pavement. Where possible, mainlines and lateral lines shall be placed in the same trench as shown on the Plans. Lines shall be placed approximately 6-inches from the edge of the curbs, walls, sidewalks, and pavement, or as directed by the Engineer.

Mainlines and lateral lines shall be defined as follows:

Mainlines: All supply pipe and fittings between the water meter and the irrigation automatic control valves.

Lateral Lines: All supply pipe and fittings between the irrigation control valves, drip tubing, bubbler, and sprinkler heads.

8-03.3(9)C VALVE, VALVE BOXES, HOSE BIBS

Delete the text of Section 8-03.3(7)A and replace with the following:

Height of valve boxes and sprinkler heads, above finish grade, shall be installed as shown on the Plans. Valve boxes shall have a minimum 3 inches and maximum 18 inches of clearance between valve and the box slides and lid. All heads adjacent to walks, curbs, pavement, shrub and groundcover planting area edges unless otherwise shown on Plans.

Locate valve boxes outside of paved areas and grouped together where possible. Where valves occur adjacent to paved areas, install valves so that valve boxes will not be closer than 12-inches to paving. Valve boxes shall be perpendicular or parallel to pavement edge and grouped to provide a neat appearance. Locate valve boxes in shrub and groundcover planting beds wherever possible and at points of easy access from paved and/or lawn areas.

8-03.4 MEASUREMENT

No unit of measurement shall apply to the lump sum bid item "Irrigation System Complete."
"Irrigation 4" Diameter Sleeves" will be measured by the linear foot.

8-03.5 PAYMENT

Payment will be made in accordance with Section 1-04.1 for the following bid items that are included in the bid/proposal:

"Irrigation System Complete", per lump sum. All costs for designing, furnishing, installing, and operating the irrigation system as detailed in the Plans and throughout the 2-year plant establishment period shall be included in the lump sum price for the complete irrigation system.

"Irrigation 4" Diameter Sleeve" per linear foot.

Section "8-05 VACANT" is added with the following:

8-05 BIORETENTION

8-05.1 DESCRIPTION

The work consists of constructing bioretention facilities in accordance with these Specifications and the details shown in the Plans or as approved by the Engineer.

8-05.2 MATERIALS

Materials shall meet the requirements of the following Sections:

Bioretention Amended Soil 9-14.5(10) Special Provision

Plant Materials See Section 8-02.2

8-05.3 CONSTRUCTION REQUIREMENTS

8-05.3(1) EXCAVATION

Soil compaction can lead to facility failure; accordingly, the Contractor shall minimize compaction of the base and sidewalls of the bioretention area. Excavation shall never be performed during wet or saturated conditions. Excavation shall be performed by machinery operating adjacent to the bioretention facility and no heavy equipment with narrow tracks, narrow tires, or large lugged, high-pressure tires will be allowed on the bottom of the bioretention facility. If machinery must operate in the bioretention cell for excavation, the Contractor shall use light weight, low ground-contact pressure equipment and rip the base at the completion to refracture soil to minimum of 12 inches. If machinery operates in the facility, Subgrade infiltration rates must be field tested and compared to design rates. Failure to meet or exceed the design infiltration rate will require revised engineering designs

1 to verify achievement of treatment and flow control benefits that were estimated in the
2 Stormwater Site Plan.

3 Prior to placement of the amended soil, the finished Subgrade shall:

- 4 • Be scarified to a minimum depth of 3 inches.
- 5 • Have any sediment deposited from construction runoff removed. To remove all
6 introduced sediment, Subgrade soil should be removed to a depth of 3-6 inches
7 and replaced with amended soil.
- 8 • Be inspected by the Engineer to verify required Subgrade condition.

9 Sidewalls of the facility, beneath the surface of the amended soil, can be vertical if soil
10 stability is adequate. Exposed sidewalls of the completed bioretention area with amended
11 soil in place should be no steeper than 3H:1V. The bottom of the facility should be flat.

12 **8-05.3(2) SOIL PLACEMENT**

13 On-site soil mixing or placement shall not be performed if the amended soil or Subgrade
14 soil is saturated. The amended soil mixture shall be placed and graded by machinery
15 operating adjacent to the bioretention facility. If machinery must operate in the bioretention
16 cell for soil placement, use light weight equipment with low ground-contact pressure. If
17 machinery operates in the facility, Subgrade infiltration rates must be field tested and
18 compared to design rates. Failure to meet or exceed the design infiltration rate will require
19 revised engineering designs to verify achievement of treatment and flow control benefits
20 that were estimated in the Stormwater Site Plan.

21 The soil mixture shall be placed in horizontal layers not to exceed 12 inches per lift for the
22 entire area of the bioretention facility.

23 Compact the amended soil to a relative compaction of 85 percent of modified maximum dry
24 density (ASTM D1557). Compaction can be achieved by boot packing (simply walking over
25 all areas of each lift), and then apply 0.2 inches of water per 1 inch of amended soil depth.
26 Water for settling shall be applied by spraying or sprinkling.

27 **8-05.3(3) TEMPORARY EROSION AND SEDIMENT CONTROL**

28 Controlling erosion and sediment are most difficult during clearing, grading, and
29 construction; accordingly, the Contractor shall minimize site disturbance to the greatest
30 extent practicable. During construction:

- 31 • Bioretention facilities shall not be used as sediment control facilities and all
32 drainage shall be directed away from bioretention facilities after initial rough
33 grading. Flow can be directed away from the facility with temporary diversion
34 swales or other approved protection. If introduction of construction runoff cannot
35 be avoided see below for guidelines.

- Construction on bioretention facilities shall not begin until all contributing drainage areas are stabilized according to erosion and sediment control BMPs and to the satisfaction of the Engineer.
- If the design includes curb and gutter, the curb cuts and inlets shall be blocked until amended soil and mulch have been placed and planting completed (when possible), and dispersion pads are in place.

Every effort during construction sequencing and construction should be made to prevent sediment from entering bioretention facilities. However, bioretention area are often distributed throughout the project area and can present unique challenges during construction. See the Washington State Department of Ecology *Low Impact Technical Guidance Manual for the Puget Sound Basin* for guidelines if no other exists and runoff during construction must be directed through the bioretention facilities.

8-05.3(4) VERIFICATION

If using the amended soil as specified in Section 9-14.5(10) of the Special Provisions, preplacement laboratory analysis for saturated hydraulic conductivity of the bioretention soil media is not required. Verification of the mineral aggregate gradation, compliance with the compost specifications, and the mix ratio must be provided.

8-05.4 MEASUREMENT

Bioretention Amended Soil will be measured in accordance with Section 9-14.5(10) of the Special Provisions.

Plant materials will be measured in accordance with Section 8-02.4 of the Standard Specifications and Special Provisions.

No separate measurement will be made for excavation related to bioretention soil areas.

8-05.5 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:

Bioretention Amended Soil will be paid in accordance with Section 9-14.5(10) of the Special Provisions.

Plant materials will be paid in accordance with Section 8-02.5 of the Standard Specifications and Special Provisions.

Plant materials will be paid in accordance with Section 8-02.5 of the Standard Specifications and Special Provisions.

Excavation for bioretention facilities will be included in and paid in accordance with Section 2-03.5 for "Roadway Excavation Incl. Haul."

8-12 CHAIN LINK FENCE AND WIRE FENCE

8-12.1 DESCRIPTION

Section 8-12.1 is supplemented with the following:

This Work consists of providing and installing temporary chain link fence.

8-12.2 MATERIALS

Section 8-12.2 is supplemented with the following:

(August 3, 2009 WSDOT GSP)

COATED CHAIN LINK FENCE

Chain link fence fabric shall be hot-dip galvanized with a minimum of 0.8 ounce per square foot of surface area.

Fencing materials shall be coated with an ultraviolet-insensitive plastic or other inert material at least 2 mils in thickness. Any pretreatment or coating shall be applied in accordance with the manufacturer's written instructions. The Contractor shall provide the Engineer with the manufacturer's written Specifications detailing the product and method of fabrication. The color shall match Federal Standard 595 color number *** Black 37030, 37031, 37038, or 37040 ***, or be as approved by the Engineer.

Samples of the coated fencing materials shall be approved by the Engineer prior to installation on the project.

The Contractor shall supply the Engineer with 10 aerosol spray cans containing a minimum of 14 ounces each of paint of the color specified above. The touch-up paint shall be compatible with the coating system used.

8-12.3 CONSTRUCTION REQUIREMENTS

Section 8-12.3 is supplemented with the following:

COATED CHAIN LINK FENCE

Coated chain link fence shall be constructed in accordance with WSDOT Standard Plan L-20.10-03, with the following exceptions:

- Fence shall be 48 inches tall next to sidewalks for fall protection
- Fence gate shall be 72 inches tall at garbage enclosure
- Top and bottom rails shall be provided in lieu of tension wire
- Post spacing shall be 8-foot maximum
- Concrete post bases shall be 12-inch diameter, 36-inch minimum depth

8-12.4 MEASUREMENT

Section 8-12.4 is supplemented with the following:

Chain link fence will be measured by the linear foot along the ground line of fencing actually provided.

8-12.5 PAYMENT

Section 8-12.5 is supplemented with the following:

"Coated Chain Link Fence 4' Tall", per linear foot.

The unit Contract price per linear foot for "Coated Chain Link Fence" shall be full payment to perform the Work as specified including coated end, corner, and pull posts, and top and bottom rails.

8-14 CEMENT CONCRETE SIDEWALKS

8-14.1 DESCRIPTION

Section 8-14.1 is supplemented with the following:

This Work consists of constructing cement concrete pedestrian paving, sidewalks and curb ramps in accordance with details shown in the Plans and these Specifications, the 2011 PROWAG, and in conformity to lines and grades shown in the Plans or as established by the Engineer.

8-14.3 CONSTRUCTION REQUIREMENTS

Section 8-14.3 is revised to read as follows:

The concrete in the sidewalks, pedestrian paving, and curb ramps shall be air entrained concrete Class 3000 in accordance with the requirements of Section 6-02.

Cement concrete sidewalks shall be in accordance with City of Poulsbo Construction Requirements.

Cement concrete pedestrian paving shall be in accordance with details in the Plans.

(April 3, 2017 WSDOT GSP)

The Contractor shall request a pre-construction meeting with the Engineer to be held two to five working days before any Work can start on cement concrete sidewalks, curb ramps or other pedestrian access routes to discuss construction requirements. Those attending shall include:

1. The Contractor and Subcontractor in charge of constructing forms, and placing, and finishing the cement concrete.
2. Project Engineer (or representative) and Project Inspectors for the cement concrete sidewalk, curb ramp or pedestrian access route Work.

Items to be discussed in this meeting shall include, at a minimum, the following:

1. Slopes shown on the Plans

2. Inspection
3. Traffic control
4. Pedestrian control, access routes and delineation
5. Accommodating utilities
6. Formwork
7. Installation of detectable warning surfaces
8. Contractor ADA survey and ADA Feature as-built requirements
9. Cold Weather Protection

TIMING RESTRICTIONS

(April 3, 2017 WSDOT GSP)

Within an intersection, the crossing of one leg of the intersection shall be constructed at a time and shall be completed and open to traffic within five calendar days before construction can begin on another of the intersection unless otherwise allowed by the Engineer.

Unless otherwise allowed by the Engineer, the five-calendar day time restriction begins when an existing curb ramp for the quadrant or traffic island/median is closed to pedestrian use and ends when the quadrant or traffic island/median is fully functional and open for pedestrian access.

LAYOUT AND CONFORMANCE TO GRADES

(April 3, 2017, WSDOT GSP)

The Contractor shall meet the requirements depicted in the Contract Documents. Using the information provided in the Contract Documents, the Contractor shall lay out, grade, and form each new curb ramp, sidewalk, and curb and gutter.

8-20 ILLUMINATION SPECS

8-20 ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, INTELLIGENT TRANSPORTATION SYSTEMS, AND ELECTRICAL

8-20.2 MATERIALS

Section 8-20.2 is supplemented with the following:

8-20.2(9-29.1) CONDUIT, INNERDUCT, AND OUTER DUCT

FOAM CONDUIT SEALANT

Section 9-29.1(11) is supplemented with the following:

(January 7, 2019, WSDOT GSP, Option 1)
Supplement

The following products are accepted for use as foam conduit sealant:

- CRC Minimal Expansion Foam (No. 14077)
- Polywater FST Foam Duct Sealant
- Superior Industries Foam Seal
- Todol Duo Fill 400

8-20.2(29.2) JUNCTION BOXES, CABLE VAULTS, AND PULL BOXES

Section 9-29.2 is supplemented with the following:

(September 3, 2019, WSDOT GSP, Option 1)
Supplement

SLIP-RESISTANT SURFACING FOR JUNCTION BOXES, CABLE VAULTS, AND PULL BOXES

Where slip-resistant junction boxes, cable vaults, or pull boxes are required, each box or vault shall have slip-resistant surfacing material applied to the steel lid and frame of the box or vault. Where the exposed portion of the frame is ½ inch wide or less, slip-resistant surfacing material may be omitted from that portion of the frame.

Slip-resistant surfacing material shall be identified with a permanent marking on the underside of each box or vault lid where it is applied. The permanent marking shall be formed with a mild steel weld bead, with a line thickness of at least 1/8 inch. The marking shall include a two-character identification code for the type of material used and the year of manufacture or application. The following materials are approved for application as slip-resistant material, and shall use the associated identification codes:

1. Harsco Industrial IKG, Mebac #1 - Steel: **M1**
2. W. S. Molnar Co., SlipNOT Grade 3 – Coarse: **S3**
3. Thermion, SafTrax TH604 Grade #1 – Coarse: **T1**

(September 13, 2021, WSDOT GSP, Option 1)
Supplement

NEMA junction boxes and cover screws shall be Type 304 stainless steel

8-20.2(1) EQUIPMENT LIST AND DRAWINGS

Section 8-20.2(1) is supplemented with the following:

(March 13, 1995, WSDOT GSP, Option 1)
Supplement

1 Pole base to light source distances (H1) for lighting standards with pre-approved plans
2 shall be as noted in the Plans.
3

4 Pole base to light source distances (H1) for lighting standards without pre-approved plans
5 will be furnished by the Engineer as part of the final approved shop drawings, prior to
6 fabrication.
7

8 **8-20.5 PAYMENT**

9 Section 8-20.5 is supplemented with the following:
10

11 The lump sum Contract price for "Illumination System Complete" shall be full pay for the
12 construction of the complete Illumination System, modifying existing systems, or both, as
13 shown in the Plans and herein specified including excavation, backfilling, concrete
14 foundations, conduit, wiring, restoring facilities destroyed or damaged during
15 construction, salvaging existing materials, and for making all required tests. All additional
16 materials and labor, not shown in the Plans or called for herein and which are required to
17 complete the complete Illumination System, shall be included in the lump sum Contract
18 price.

19 **8-02.3(6) ELECTRICAL SERVICE RELOCATION AND VAULT**

20 Junction Boxes, Cable Vaults, and Pull Boxes is Supplemented with the following:

21 Contractor is required to relocate existing electrical, illumination and security control
22 panels/boxes from their existing above ground location to below ground. The contractor
23 shall furnish a prefabricated concrete vault and install at the location specified in the
24 plans. Electrical service meter is the only feature to remain above ground. The vault and
25 relocated electrical features shall comply with PSE and State L&I requirements and codes.
26 This work shall include all necessary fitting, conduit, and any necessary rewiring to make
27 all systems fully functional.

28 **8-20.4 MEASUREMENT**

29 Supplemented with the following:

30 "Electrical Service Relocation and Vault", no specific unit of measurement shall be made.

31 **8-20.5 PAYMENT**

32 Supplemented with the following:

33 "Electrical Service Relocation and Vault", lump sum.

34 **8-24 ROCK AND GRAVITY BLOCK WALL AND GABION CRIBBING**

35 **8-24.1 DESCRIPTION**

36 Section 8-24.1 is supplemented with the following:

37 This Work includes providing and installing large rocks for rock walls where shown in the
38 Plans or as directed by the Engineer. 6" underdrain pipe with gravel back fill will also be
39 required.

8-24.2 MATERIALS

Section 8-24.2 is supplemented with the following:

Rocks for rock wall shall be in accordance with Section 9-13.7(1).

8-24.3 CONSTRUCTION REQUIREMENTS

Refer to plan set for Rock Wall material and construction requirements. Rock wall 6in. drain underdrain pipe shall be daylighted or connected to nearest drainage structure.

8-24.4 MEASUREMENT

The first paragraph of Section 8-24.4 is deleted and replaced with the following:

Rock wall will be measured by the square foot of completed wall in place. The bottom limits for vertical measurement will be the bottom of the bottom layer of rock. The top limit for vertical measurement will be the top of the top layer of rock. The horizontal limits for measurement are from the end of the wall to the end of the wall.

8-24.5 PAYMENT

The second and third paragraphs of Section 8-24.5 are deleted and replaced with the following:

The pay item "Rock Retaining Wall" Including Backfill and Drain Pipe shall include the Backfill for Rock Wall and Underdrain Pipe and Pipe bedding and will be paid for as Face Square Foot of the finished wall.

8-30 BOLLARDS DESCRIPTION

8-30.1 DESCRIPTION

This work shall consist of furnishing and installing steel bollards in accordance with the Plans, Standard Plans, and these Specifications, at the locations shown in the Plans or as staked by the Engineer.

8-30.2 MATERIALS

POSTS AND HARDWARE:

Type 2 bollard posts shall be ASTM A 53, NPS 3 (3" Nom.) schedule 80 steel pipe. Post sleeves shall be ASTM A 53, NPS 4 (4"Nom.) schedule 40 steel pipe.

Steel plate shall be per ASTM A 36.

All steel parts shall be hot-dip galvanized after fabrication in accordance with AASHTO M 111.

REFLECTIVE TAPE

Reflective tape shall be one of the following or an approved equal:

Scotchlite High Intensity Grade Series 2870

Reflexite AP-1000

Scotchlite Diamond Grade LDP Series 3970

T-6500 High Intensity (Type IV)

CONCRETE

Footings shall be constructed using concrete Class 3000.

8-30.3 CONSTRUCTION REQUIREMENTS

Bollards shall be constructed in accordance with the Standard Plans.

Bollards shall not vary more than 1/2 inch in 30 inches from a vertical plane.

8-30.4 MEASUREMENT

Measurement for bollards will be by the unit for each type of bollard furnished and installed.

8-30.5 PAYMENT

Payment will be made for the following bid items when included in the proposal:

"Bollard Type 2", per each. Reflective tape is incidental to installation of bollards.

END DIVISION 8

DIVISION 9 - MATERIALS

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 3 million.

9-03.8(7) HMA TOLERANCES AND ADJUSTMENTS

(March 10, 2010, APWA GSP)

Delete Item 1 and replace it with the following:

- Job Mix Formula Tolerances.** After the JMF is determined as required in 504.3(7)A, the constituents of the mixture at the time of acceptance shall conform to the following tolerances:

Aggregate, percent
passing

Nonstatistical Evaluation

Commercial Evaluation

1", ¾", ½", and 3/8"	±6%	±8%
U.S. No. 4 sieve	±6%	±8%
U.S. No. 8 sieve	±6%	±8%
U.S. No. 200 sieve	±2.0%	±3.0%
Asphalt Binder	±0.5%	±0.7%

These tolerance limits constitute the allowable limits as described in Section 1-06.2. The tolerance limit for aggregate shall not exceed the limits of the control points section, except the tolerance limits for sieves designated as 100% passing will be 99-100. The tolerance limits on sieves shall only apply to sieves with control points.

9-14 EROSION CONTROL AND ROADSIDE PLANTING

9-14.1(1) TOPSOIL TYPE A

Section 9-14.1(1) is replaced with the following:

Topsoil Type A shall be a Winter Mix consisting of a three-way mix soil consisting of 50-percent Sandy Loam, 25-percent Backfill for Sand Drains, and 25-percent Medium Compost by volume, thoroughly mixed together. Mixed soil must have pH range of 5.0 to 7.0 with dolomite limestone, calcium carbonate limestone or soil sulfur added as necessary to attain this range. Organic content must be between 8% and 12% by weight as tested by the Loss on Ignitions method.

Fine Compost shall comply with the requirements of Section 9-14.5(8).

Backfill for Sand Drains shall comply with the requirements of Section 9-03.13.

Sandy Loam shall meet the following requirements: Sandy Loam must be topsoil as defined by the United States Department of Agriculture Classification system and have a texture analysis of 60-70% sand, 15-30% silt and 0-15% clay. Sandy Loam must consist of loose, moderately well-drained, and friable soil. And be free of stones, debris, and/or similar objects. Sandy Loam must be free of pests, toxic substances and other undesirable material harmful or detrimental to ornamental plant growth. Planting Soil must not contain any viable seeds, roots or rhizomes capable of sprouting any State-listed noxious weeds or invasive root propagating plants including but not limited to horsetail, English ivy, clematis, knotweed, etc. Remove soil found to contain these prohibited viable plant materials and replaced at the Contractor's expense. Sandy Loam shall be screened through a ½" mesh, to remove all rocks, plant parts, and other debris.

Sieve of Soil Mix. In addition to meeting the particle size requirements of USDA Sandy Loam, Topsoil Type A shall meet the following sieve Specifications:

Sieve Size	Percent Passing (Weight)
1"	100%
½"	>90%
No. 10	>70%

Soil Testing and Submittals. At least 10 working days prior to placement of Topsoil Type A, the Contractor shall submit to the Engineer the following test results. All test results shall be from samples sampled and tested less than 90 days prior to date of submittal.

1. Aggregate and Loam Analysis. Grain size analysis results of the Mineral Aggregate or Sandy Loam portion, performed by an accredited laboratory in accordance with ASTM D422, Standard Test Method for Particle Size Analysis of Soils.

2. Compost Analysis. Quality analysis results for the Compost portion performed in accordance with STA standards.

3. Mix Analysis. Test results from an accredited soil laboratory, including the following parameters:

- a. Total Nitrogen and Soluble Nitrogen (NO₃ + NH₃)
- b. Phosphorous
- c. Potassium
- d. pH
- e. Organic Matter % (Loss on Ignition method)
- f. Conductivity
- g. Calcium
- h. Sulfur
- i. Boron

4. Recommendations. Fertilizer and amendment recommendations for the specified plant type (turf, shrubs/groundcovers, or annuals: with Special provisions for Bioretention applications) and soil application depth; from the accredited laboratory, and accredited Soil Scientist or Agronomist.

5. Manufacturer. The Manufacturer's Certificate(s) of Compliance from the supplier, and (if different) the suppliers of the Compost, including their name(s) and address(es).

6. Laboratory Information. Include the following information about the testing laboratories:

- a. Name of laboratory(ies) including contact person(s),
- b. Address(es),
- c. Phone contact(s),
- d. E-mail address(es),
- e. Qualifications of laboratory and personnel including date of current certifications by STA, ASTM, AASHTO, or approved equal.

7. Acceptance of Soils Prior to Placement. The Contractor shall not place any soils or soil mixes until the Engineer has reviewed and confirmed the following:

- a. Soil mix delivery ticket(s). Delivery tickets shall show that the full delivered amount of soil matches the product type, volume and manufacturer named in the submittals.
- b. Visual match with submitted samples. Delivered product will be compared to the submittal sample, to verify that it matches the submitted sample.

The Engineer may inspect any loads of soil on delivery and stop placement if it is determined that the delivered soil does not appear to match the submittals; and require sampling and

testing of the delivered soil, before authorizing soil placement. All testing costs shall be the responsibility of the Contractor.

9-14.3 SEED

Section 9-14.3 is supplemented with the following:

Eco-Lawn Seed Mix must be composed of the following, by weight:

- a. 50% - 70% Dwarf Perennial Ryegrass and 0% - 30% Hard Fescue. Dwarf Perennial Rye and Hard Fescue must make up a combined 70% of the seed mix.
- b. 5% Strawberry Clover (*Trifolium fragiferum*).
- c. 5% Dutch White Clover (*Trifolium repens*).
- d. 5% Microclover.
- e. 5% Dwarf Yarrow (*Achillea millefolium* or *Achillea x Lewisii* varieties).
- f. 5% Sweet Alyssum (*Lobularia maritima*).
- g. 5% English Daisy (*Bellis perennis*).

Submittals: The Contractor shall submit the following information to the Engineer for approval:

- a. A copy of the Solid Waste Handling Permit issued to the supplier by the Jurisdictional Health Department as per WAC 173-350 (Minimum Functional Standards for Solid Waste Handling).
- b. The Supplier shall verify in writing, and provide lab analyses that the materials comply with the processes, testing, and standards specified in WAC 173-350 and these Specifications. An independent STA Program certified laboratory shall perform the analysis.
- c. A list of the feedstock by percentage present in the final compost product.
- d. A copy of the producer's current STA certification as issued by the U.S. Composting Council.
- e. Acceptance shall be based upon a satisfactory Test Report from an independent STA program certified laboratory and the sample(s) submitted to the Engineer.

Testing Requirements: The compost supplier shall test all compost products within 90 calendar days prior to application, at the suppliers expense. Samples shall be collected using the Seal of Testing Assurance (STA) sample collection protocol, available from the U.S. Composting Council, Phone: 631-737-4931, www.compostingcouncil.org. The sample shall be tested by an independent STA Program certified laboratory. A copy of the approved independent STA Program laboratory test report shall be submitted to the Engineer prior to initial application of the compost.

Gradation: Compost shall meet the following size gradations when tested in accordance with the U.S. Composting Council "Testing Methods for the Examination of Compost and Composting" (TMECC) Test Method 02.02-B, "Sample Sieving for Aggregate Size Classification":

a. *Fine Compost*. Fine Compost, typically used for soil amendment, shall meet the following gradation by dry weight:

	Min.	Max.
Percent passing 2"	100%	
Percent passing 1"	99%	100%
Percent passing 5/8"	90%	100%
Percent passing 1/4"	75%	100%

pH: The pH shall be between 6.0 and 8.5 when tested in accordance with TMECC 04.11-A; "1:5 Slurry pH".

Physical Contaminants: Manufactured inert material (concrete, ceramics, metal, etc.) shall be less than 1.0 percent by weight as determined by TMECC 03.08-A "percent dry weight basis". Film plastics shall be 0.1% or less, by dry weight.

Organic Content: Minimum organic matter content shall be 40 percent by dry weight basis as determined by TMECC 05.07A; "Loss-On-Ignition Organic Matter Method".

Salinity: Soluble salt contents shall be less than 5.0 mmhos/cm tested in accordance with TMECC 04.10-A; "1:5 Slurry Method, Mass Basis".

Maturity: Maturity shall be greater than 80% in accordance with TMECC 05.05-A; "Germination and Vigor". The Engineer may also evaluate compost for maturity using the Solvita Compost Maturity Test at time of delivery. Fine Compost shall score a number 6 or above on the Solvita Compost Maturity Test. Coarse Compost shall score a 5 or above on the Solvita Compost Maturity Test.

Stability: Stability shall be 7 or below in accordance with TMECC 05.08-B; "Carbon Dioxide Evolution Rate".

Feedstocks: The compost product shall contain a minimum of 65 percent by volume from recycled plant waste as defined in WAC 173-350-100 as "yard waste", "crop residues", and "bulking agents". A maximum of 35 percent by volume of "post-consumer food waste" as defined in WAC 173-350-100 may be substituted for recycled plant waste. A minimum of 10% food waste in compost is required. The Engineer may approve compost products containing up to 35% biosolids or manure feedstocks for specific projects or soil blends, but these feedstocks are not allowed unless specified.

CN: Fine Compost shall have a carbon to nitrogen ratio of less than 25:1 as determined using TMECC 04.01 "Total Carbon" and TMECC 04.02D; "Total Kjeldhal Nitrogen". The Engineer may specify a C:N ratio up to 35:1 for projects where the plants selected are entirely Puget Sound native species. Compost may be mixed with fir or hemlock bark to raise the C:N ratio above 25:1. Coarse Compost shall have a carbon to nitrogen ratio between 20:1 and 45:1.

SIEVE OF SOIL MIX

In addition to meeting the particle size requirements of USDA Sandy Loam, Topsoil Type A shall meet the following sieve Specifications:

Sieve Size	Percent Passing (Weight)
1"	100%
1/2"	>90%
No. 10	>70%

Contaminants

Sandy Loam shall be free from: materials toxic to plant growth; visible seeds, rhizomes or roots; for any Kitsap County-listed noxious weeds, or invasive root-propagating plants including but not limited to horsetail, ivy, clematis, knotweed, etc.

Testing and Submittals

At least 10 working days prior to placement of Topsoil Type A, the Contractor shall submit to the Engineer the following test results. All test results shall be from samples sampled and tested less than 90 days prior to date of submittal.

1. Aggregate and Loam Analysis. Grain size analysis results of the Mineral Aggregate or Sandy Loam portion, performed by an accredited laboratory in accordance with ASTM D422, Standard Test Method for Particle Size Analysis of Soils.
2. Compost Analysis. Quality analysis results for the Compost portion performed in accordance with STA standards.
3. Mix Analysis. Test results from an accredited soil laboratory, including the following parameters:
 - a. Total Nitrogen and Soluble Nitrogen (NO₃ + NH₃)
 - b. Phosphorous
 - c. Potassium
 - d. pH
 - e. Organic Matter % (Loss on Ignition method)
 - f. Conductivity
 - g. Calcium
 - h. Sulfur
 - i. Boron
4. Recommendations. Fertilizer and amendment recommendations for the specified plant type (turf, shrubs/groundcovers, or annuals: with Special provisions for Bioretention applications) and soil application depth; from the accredited laboratory, an accredited Soil Scientist or Agronomist.
5. Mix Samples. Two one-gallon samples.
6. Manufacturer. The Manufacturer's Certificate(s) of Compliance from the supplier, and (if different) the suppliers of the Compost, including their name(s) and address(es).

7. Laboratory Information. Include the following information about the testing laboratories:

- a. Name of laboratory(ies) including contact person(s),
- b. Address(es),
- c. Phone contact(s),
- d. E-mail address(es),
- e. Qualifications of laboratory and personnel including date of current certification by STA, ASTM, AASHTO, or approved equal.

8. Acceptance of Soils Prior to Placement. The Contractor shall not place any soils or soil mixes until the Engineer has reviewed and confirmed the following:

- a. Soil mix delivery ticket(s). Delivery tickets shall show that the full delivered amount of soil matches the product type, volume and manufacturer named in the submittals.
- b. Visual match with submitted samples. Delivered product will be compared to the submitted sample, to verify that it matches the submitted sample.

The Engineer may inspect any loads of soil on delivery and stop placement if it is determined that the delivered soil does not appear to match the submittals; and require sampling and testing of the delivered soil, before authorizing soil placement. All testing costs shall be the responsibility of the Contractor.

9-14.4 MULCH AND AMENDMENTS

9-14.4(9) VACANT

Section 9-14.4(9), including title, is replaced with the following:

9-14.4(9) ARBORIST WOOD CHIP MULCH

Arborist Wood Chip Mulch (AWCM) shall be coarse ground wood chips (approximately 1/2" to 6" along the longest dimension) derived from the mechanical grinding or shredding of the above-ground portions of trees. It may contain wood, wood fiber, bark, branches, and leaves, but may not contain visible amounts of soil. It shall be free of weeds and weed seeds.

Shall be free of invasive plant portions capable of re-sprouting, including but not limited to horsetail, ivy, clematis, knotweed, etc. It may not contain more than 1/2% by weight of manufactured inert material (plastic, concrete, ceramics, metal, etc.).

AWCM, when tested, shall meet the following loose volume gradation:

Percent Passing			
	Sieve Size	Minimum	Maximum
	2"	95	100
	1"	70	100
	5/8	0	50

At the Engineer's request, prior to delivery, the Contractor shall provide the following:

1. The source of the product and species of trees included in it.
2. A sieve analysis verifying the product meets the above size gradation requirement.
3. A five-gallon sample of the product, for the Engineer's approval.

The Engineer may specify the following chipped woody materials, meeting the above size gradation, weed-free, and inert material requirements, as acceptable substitutes for Arborist Wood Chip Mulch:

- a) Chips derived from composting operation screening ("overs");
- b) Chips derived from whole tree grinding ("hog fuel");
- c) Chips derived from recycling of clean dimensional lumber (e.g. pallets or framing lumber) that has passed through a metal removal process to meet the 1/2% manufactured inert standard above.

9-14.5(10) VACANT

Section 9-14.5(10) is added with the following:

9-14.5(10) BIORETENTION AMENDED SOIL

DESCRIPTION

This work consists of creating Bioretention Amended Soil for bioretention facilities in accordance with these Specifications and as shown in the Plans.

MATERIALS

Materials for Bioretention Amended Soil shall consist of two parts Compost, 35 to 40 percent, by volume meeting the requirements below and three parts Mineral Aggregate, 60 to 65 percent, by volume meeting the requirements below. The mixture shall be well blended to produce a homogeneous mix. Efforts should be made to attain organic matter content as close to 8 to 10 percent as possible, with the final mix to be determined by the Engineer based on samples and test results submitted, meeting the following requirements:

COMPOST

Compost shall be stable with regard to oxygen consumption and carbon dioxide generation. Compost shall be mature with regard to its suitability for serving as a soil amendment or an erosion control BMP as defined below. The compost shall have a moisture content that has no visible free water or dust produced when handling the material. Compost production and quality shall comply with Chapter 173-350 WAC and the following criteria:

1. Compost material shall be tested in accordance with Testing Methods for the Examination of Compost and Composting (TMECC) Test Method 02.02-B, "Sample Sieving for Aggregate Size Classification".

Compost shall meet the following:

Sieve Size	Percent Passing (Weight)
1"	99-100%
5/8"	90-100%
1/4"	40-90%

2. The pH shall be between 5.5 and 8.0 when tested in accordance with TMECC 04.11-A, "1:5 Slurry pH".
3. Manufactured inert material (plastic, concrete, ceramics, metal, etc.) shall be less than 1.0 percent by weight as determined by TMECC 03.08-A "percent dry weight basis".
4. Organic matter content should be between 45 and 65 percent dry weight basis as determined by TMECC 05.07A, "Loss-on-Ignition Organic Matter Method". Soluble salt contents shall be less than 6.0 mmhos/cm tested in accordance with TMECC 04.10-A, "1:5 Slurry Method, Mass Basis".
5. Maturity shall be greater than 80% in accordance with TMECC 05.05-A, "Germination and Vigor".
6. Stability shall be 7 or below in accordance with TMECC 05.08-B, Carbon Dioxide Evolution Rate".
7. The compost product must originate a minimum of 65 percent by volume from recycled plant waste as defined in WAC 173-350-100 as "Type 1 Feedstocks." A maximum of 35 percent by volume of other approved organic waste as defined in WAC 173-350-100 as "Type III", including post-consumer food waste, but not including biosolids, may be substituted for recycled plant waste. The supplier shall provide written verification of feedstock sources.
8. Carbon to Nitrogen ratio shall be less than 25:1 as determined using TMECC 04.01 "Total Carbon" and TMECC 04.02D "Total Kjeldhal Nitrogen".
9. The Contractor shall also evaluate compost for maturity using the Solvita Compost Maturity Test at time of delivery. Compost shall score a number 6 or above on the Solvita Compost Maturity Test.

MINERAL AGGREGATE

Mineral Aggregate for Amended Soil for Rain Garden shall be analyzed by an accredited lab using #200, #100, #60, #40 and #20. #10, #4, 3/8 inch and 1-inch sieves, and meets the following gradation:

Sieve Size	Percent Passing
------------	-----------------

	(Weight)
3/8"	100%
No. 4	95-100%
No.10	75-90%
No. 40	25-40%
No. 100	4-10%
No. 200	2-5%

Efforts should be made to have the mineral aggregate for Amended Soil or Rain Garden meet the following gradation coefficients: Coefficient of Uniformity ($C_u = D_{60}/D_{10}$) equal to or greater than 6; and Coefficient of Curve ($C_c = D_{30}^2/D_{60}D_{10}$) greater than or equal to 1 and less than or equal to 3.

CONSTRUCTION REQUIREMENTS

QUALITY CONTROL

Amended Soil shall be protected from all sources of additional moisture at the supplier, in covered conveyance, and at the project site until incorporated into the Work. Soil placement and compaction will not be allowed when the ground is frozen or excessively wet, or when the weather is too wet as determined by the Engineer.

When the Contract specifies testing by a Contractor-provided testing laboratory, the laboratory must be an STA, AASHTO or ASTM or other designated recognized standards organization accredited laboratory with certification maintained current. The laboratory must be capable of performing all tests to the designated recognized standards specified and will provide test results with an accompanying Manufacturer's Certificate of Compliance.

A copy of all test reports shall be maintained at the Contractor's job site office or other location acceptable to the Engineer. The test reports shall be made available for review by the Engineer at all times during normal working hours. A summary of all test results shall be submitted by the Contractor to the Engineer on a weekly basis when testing occurs. The weekly summary shall be submitted no later than the Monday of the following week.

SUBMITTALS

No compost of Mineral Aggregate shall be delivered to the mixing location until the following items are submitted by the Contractor to the Engineer for approval:

1. A scale layout of the proposed temporary soil mixing area showing stockpile areas, and soil amendment mixer location.
2. The name of the supplier of soil materials product certifications.
3. Written quality control plan including the name, address and phone number of the laboratory to be used for testing.
4. Contractor-selected mixing and spreading equipment list.
5. Grain size analysis results of Mineral Aggregate performed in accordance with ASTM D422-63(2007), *Standard Test Method for Particle-Size Analysis of Soils*.
6. Analysis results for Compost performed in accordance with Section 7-13.2.

7. Organic content test results of mixed Amended Soil. Organic content test shall be performed in accordance with Testing Methods for the Examination of Compost and Composting (TMECC) 05.07A, "Loss-On-Ignition Organic Matter Method".
8. Modified Proctor compaction testing of mixed Amended Soil, performed in accordance with ASTM D1557-12, *Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort*.
9. A description of the equipment and methods proposed to mix the Mineral Aggregate and Compost to Produce Amended Soil.
10. Provide the following information about the testing laboratory(ies):
 - a. Name of laboratory(ies) including contact person(s),
 - b. Address(es),
 - c. Phone contact(s),
 - d. E-mail address(es);
 - e. Qualifications of laboratory and personnel including date of current certification by STA, ASTM, AASHTO, or approved equal.

MIXING AND PLACEMENT

Amended Soil shall be thoroughly mixed to create an amended soil at the locations, depths and thickness shown in the Plans. The mixture shall be thoroughly blended by either continuous-flow or batch-type mixers using revolving blades or rotary-drum mixers. The mixing duration shall be that which is required to secure a uniform mixture of soil material.

The operations of mixing, hauling, spreading, compacting, and finishing shall be continuous and completed in daylight or with adequate lighting.

The Amended Soil mixture shall be immediately hauled to the bioretention areas in trucks or other equipment having clean beds. The Contractor shall protect the Amended Soil mixture whenever it is transported during unfavorable weather.

Mixing or placing Amended Soil will not be allowed if the area receiving soil is wet or saturated or has been subjected to more than ½- inch of precipitation within 48-hours prior to mixing or placem-ent. The Engineer shall have authority to determine if wet or saturated conditions exist.

The Contractor shall not start Amended Soil placement until the site drainage and bioretention areas have been stabilized and authorization is given by the Engineer. At the locations shown in the Plans, excavate, grade, and shape to the contours indicated to accommodate placement of Amended Soil to the thickness required. Dispose of excavated soil or reuse elsewhere as the Contract or Engineer will allow. Scarify the Subgrade soil a minimum of two (2) inches deep where slopes allow, as determined by the Engineer prior to placing Amended Soil.

Place Amended Soil loosely. Final grade shall be measured only after the soil has been water compacted, which requires filling the cell slowly with clean water, without creating any scour or erosion, to at least one (1) inch of ponding. If water compaction is not an option, final grade shall be measured at X inches above the grade specified in the Plans to allow for settling after the first storm event. X shall be calculated by depth soil x 0.85 and

rounded up to the nearest whole number. The Engineer shall have authority to determine if water compaction is not an option.

The Contractor shall be required, within the limits of the Contract, to protect and maintain the loosely compacted Amended Soil material in good condition until all Work has been completed and accepted. Construction site runoff shall be prevented from contaminating the Amended Soil by the Contractor. The Contractor shall repair at no expense to the Contracting Agency and partial or incomplete infiltration areas due to soil contamination or excess compaction.

MEASUREMENT

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

“Bioretention Amended Soil”, per cubic yard.

The unit Contract price per cubic yard for “Bioretention Amended Soil” shall be full pay for providing the materials, testing, submittals, hauling, mixing, placing, and shaping the material, compaction, disposal (as necessary), and quality control.

9-14.7 PLANT MATERIALS

9-14.7(1) DESCRIPTIONS

Section 9-14.7(1) is supplemented with the following:

Trees grown in fabric bags shall have a well-established root system reaching the sides of the fabric bag to maintain a firm ball when the fabric is removed but shall not have excessive root growth encircling the fabric bag.

9-14.7(2) QUALITY

Delete the last sentence of the twelfth paragraph in Section 9-14.7(2) and replace with the following:

Trees supplied and delivered in nursery fabric bags are acceptable for the project as defined on the Plans.

9-14.7(3) HANDLING AND SHIPPING

Section 9-14.7(3) is supplemented with the following:

All trees in fabric bags shall be handled by the bottom of the fabric bags.

9-15 IRRIGATION SYSTEM

9-15.20 ROOT WATERING SYSTEM

New Section 9-15.20 is added:

Root watering system shall be the type, manufacturer, and size shown on Plans.

1

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APPENDIX A

GEOTECHNICAL REPORT

GEOTECHNICAL ENGINEERING REPORT

Kitsap Transit Ruth Haines Roadway Design

Prepared for: Land Development Consultants, Inc.

Project No. 210643 • October 3, 2022 FINAL



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GEOTECHNICAL ENGINEERING REPORT

Kitsap Transit Ruth Haines Roadway Design

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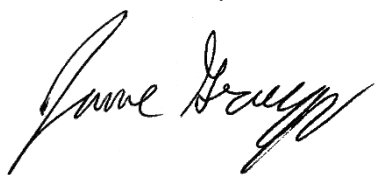
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1 Introduction

This report presents the results of a geotechnical engineering study performed by Aspect Consulting, LLC (Aspect) in support of Kitsap Transit's new Ruth Haines Road right-of-way (ROW) roadway design (Project). The Project is located along the northern property boundary of 21992 Viking Avenue NW in the City of Poulsbo (City), Washington (Site; Figure 1). The new roadway will tie into Kitsap Transit's existing Park and Ride facility between Viking Avenue NW and Vetter Road NW. The data and recommendations in this report support the design of roadway and stormwater facilities at the Site.

We performed our services in support of engineering studies and construction plans by Land Development Consultants, Inc. (LDC) on behalf of Kitsap Transit in accordance with our subconsultant agreement signed February 28, 2022.

1.1 Project Description

Kitsap Transit will construct the proposed new Ruth Haines Road roadway in exchange for a ROW vacation of Vetter Road NW, which is north of the Site between two parcels owned by Kitsap Transit. The proposed ROW will be roughly 50 feet wide and 515 feet long, connecting Viking Avenue NW and Vetter Road NW (LDC, 2022). The roadway will be constructed to City standards. The ROW will generally consist of a 22-foot-wide paved roadway and 8-foot-wide multimodal trail separated by a 12-foot-wide bioretention system. A 35-foot-long rockery ranging from 1.5 to 3.0 feet high will be constructed along the trail near the western roadway entrance.

The roadway section will consist of 3 inches hot mixed asphalt (HMA) above 4 inches of top course and 6 inches of gravel base. The multimodal trail will consist of 4 inches HMA above 2 inches of top course and 6 inches of gravel base. The roadway and trail will grade toward the bioretention system at 2.0 and 1.5 percent slopes, respectively.

The bioretention system was designed in accordance with the *Stormwater Management Manual for Western Washington* (SWMMWW) as amended in 2014 (Ecology, 2014). The system will be constructed 1 foot below surrounding grades to allow for 0.5 feet of ponding and 0.5 feet of freeboard. From top to bottom, the system will consist of 3 inches of mulch, 1.5 feet of State-approved bioretention soil mix, and 2 feet of clean washed rock. A 6-inch perforated underdrain will be embedded within the rock to promote drainage. The underdrain will connect to a new underground detention system, which will drain to an existing pipe system that daylights along the south side of the Park and Ride facility.

There is a low point north of the proposed roadway. We understand that stormwater in this drainage area will drain into a catch basin that discharges into a nearby existing bioretention system.

1.2 Scope of Services

Aspect's scope of work included a subsurface exploration program consisting of two pilot infiltration tests (PITs), three additional test pit excavations, and geotechnical laboratory

testing to characterize the subsurface soil and groundwater conditions across the Site. This report provides the baseline data for stormwater infiltration potential and geotechnical recommendations for the Project. This report includes:

- Project and Site description
- Description of the field work completed and results of the investigation
- Distribution and characteristics of subsurface soils
- Results of the PIT analysis, and comparison of infiltration rates estimated from PIT data to a range of infiltration rates identified by the City
- Discussion of stormwater infiltration alternatives
- Recommendations for luminaire foundations assuming use of Washington State Department of Transportation (WSDOT) Standard Plan J-28.30-03 (WSDOT, 2014)
- Subgrade parameters for concrete slab-on-grade
- Lateral earth pressures for retaining wall design
- Earthwork and grading, cut, and fill recommendations

Our subsurface investigation logs, laboratory testing results, and PIT results are attached as Appendices A, B, and C, respectively.

2 Site Conditions

Aspect assessed the surface conditions of the Site through field observations and a literature review. We visited the Site on December 14, 2021, and March 2, 2022, and conducted subsurface investigations on March 10 and 11, 2022. Similar Site conditions were observed during all visits, as described below.

2.1 Surface Conditions and Topography

The Site is located on the southern boundary of Kitsap County (County) Parcel No. 102601-1-004-2007 and the northern boundary of Parcel No. 102601-1-019-2000. It is partially developed with a concrete road leading to Viking Avenue NW and an asphalt road leading to Vetter Avenue NE (Figure 2). The center of the proposed roadway alignment is currently vegetated with trees and grass (Photograph 1).



Photograph 1. Southern portion of the Site, looking northeast

Based on existing topography shown in the Ruth Haines Roadway 100% Construction Plans (LDC, 2022), the ground surface elevation is roughly Elevation¹ 188 feet and 179 feet at the proposed west and east entrances, respectively. The Site slopes towards a

¹ All elevations are determined using North American Vertical Datum of 1988 (NAVD88).

low point of approximately Elevation 168 feet near the center of the proposed roadway alignment. Slopes at the Site range from at inclinations of 4 percent towards the ends of the roadway to 33 percent near the low point.

2.2 Subsurface Conditions

Our interpretation of the subsurface conditions at the Site was developed based on the test pits conducted at the Site, previous geotechnical analyses completed by others, our understanding of the geologic setting, and our experience with other projects in the City with similar settings.

2.2.1 Geologic Setting

The Site is located within the Puget Lowland, a broad area of tectonic subsidence flanked by two mountain ranges: the Cascades to the east and the Olympics to the west. The sediments within the Puget Lowland are the result of repeated cycles of glacial and nonglacial deposition and erosion. The most recent cycle, the Vashon Stage of the Fraser Glaciation (about 13,000 to 16,000 years ago), is responsible for most of the present day geologic and topographic conditions. During the Vashon Stage, the 3,000-foot-thick Cordilleran Glacier advanced into the Puget Lowland.

As the Cordilleran Glacier advanced southward, lacustrine and fluvial sediments were deposited in front of the glacier. Preglacial and proglacial sediments were overridden and consolidated by the advancing glacier, creating dense and hard soil deposits. At the interface between the advance soils and the glacial ice, the Cordilleran Glacier sculpted and smoothed the surface, and then deposited a consolidated basal till. As the Cordilleran Glacier retreated northward from the Puget Lowland to British Columbia, it left an unconsolidated sediment veneer of recessional outwash over glacially consolidated deposits. Since the retreat, more recent deposits include fill, wetland deposits, beach deposits, alluvium, lacustrine deposits, colluvium, and recent landslide deposits.

The geologic map indicates the Site is underlain by Pleistocene-age, Vashon ice-contact deposits (Qgic; Contreras et al., 2013). Vashon ice-contact deposits are described as diamicton deposited in association with the melting glacial ice consisting of sand, gravel, and cobbles in a silt matrix. Due to the melting ice, the deposit can have variable densities and often are highly iron-oxide stained. The deposits are generally described as yellow-tan to gray, loose to very dense, and massive to well stratified.

2.2.2 Review of Existing Data

We reviewed existing subsurface exploration data near the Site from the 2014 Geotechnical Engineering Services report for the North Base Park and Ride, which included 19 test pits and 2 PITs to the north and south of the Site (GeoEngineers, 2014). The report characterized the soil into three general units: glacial outwash (recessional), weathered till, and glacial till.

The glacial till or weathered glacial till was encountered in all explorations at depths ranging from just below ground surface to 7 feet below ground surface (bgs). No groundwater was encountered in the explorations. The report recommended infiltration rates of 4.5 inches per hour (in/hr) and 0.9 in/hr for the glacial outwash and glacial till, respectively.

We also reviewed the addendum to the final drainage report for North Base and Viking Park and Ride (Perteet, 2017) that documented changes made to the North Base Park and Ride drainage design after construction was complete. The changes were necessary because the constructed drainage system in certain areas was not performing as intended by the original design. One issue was that bioretention Ponds 1 through 5 were infiltrating slower than anticipated (GeoEngineers, 2014). Monitoring equipment in the constructed ponds showed actual infiltration rates ranging from 0.4 to 0.12 in/hr.

2.2.3 Subsurface Investigation

Aspect completed three test pits (designated ATP-01 through ATP-03) and two PITs (designated APIT-01 and APIT-02) to depths ranging between 5 and 14.7 feet bgs. PITs were performed at 4 feet bgs in APIT-01 and APIT-02 prior to over-excavation. The approximate locations of our explorations are shown on Figure 2. Detailed descriptions of the exploration methodologies and results are provided in Appendices A and C for the test pits and PITs, respectively.

2.2.4 Stratigraphy

Our subsurface explorations encountered topsoil and fill overlying native Vashon recessional outwash and Vashon glacial till; this is not in agreement with the geologic map, but in agreement with previous subsurface explorations near the Site. These units are described in general stratigraphic order from top to bottom in more detail below.

Topsoil

Topsoil refers to a unit that contains a high percentage of organics. We observed topsoil in all explorations to depths ranging between 3 and 9 inches bgs. The topsoil generally consisted of loose, slightly moist to moist, dark brown silty sand (SM²) and contained trace organics.

Fill

Fill refers to soils placed by human activity. Underlying the topsoil, we observed soils that we interpreted as fill in APIT-01 and ATP-02 extending 2.5 and 5 feet bgs, respectively. A 2-inch layer of buried topsoil encountered at approximately 3.5 feet bgs. The fill generally consisted of loose to medium dense, moist, brown silty sand with gravel and cobbles (SM) and trace organics.

Vashon Recessional Outwash

Underlying the topsoil in APIT-02, ATP-01, and ATP-03, we observed soils that we interpreted as recessional outwash. The material extended to 3.75 and 3.5 ft bgs in ATP-01 and ATP-03, respectively. APIT-02 was terminated in this deposit at 6 ft bgs. The recessional outwash generally consisted of medium dense to very dense, moist, gray-brown to brown, silty sand (SM) and trace gravel.

The recessional outwash exhibits moderate shear strength characteristics, moderate permeability, low elastic compressibility, and low moisture sensitivity.

² Soil classification per the Unified Soil Classification System (USCS). Refer to ASTM D2488.

Vashon Glacial Till

Underlying the fill in APIT-01 and ATP-02, and underlying the recessional outwash in ATP-01 and ATP-03, we observed soils that we interpreted as Vashon glacial till at depths ranging between 2.5 and 5 feet bgs. These explorations were terminated in the glacial till between 5 and 14.5 ft bgs. Based on nearby explorations, we anticipate that glacial till is roughly 8 ft bgs at the location of APIT-02 (which was terminated in recessional outwash at 6 ft bgs). The glacial till generally consisted of very dense, slightly moist, gray silty sand (SM) with variable gravel content and cobbles. Although not encountered in our explorations, based on our experience with local geology, we anticipate the glacial till contains scattered boulders.

The glacial till exhibits high shear strength, low permeability, low elastic compressibility, and low to moderate moisture sensitivity.

2.3 Groundwater

Groundwater seepage was encountered in ATP-01 at about 3 ft bgs, within the glacial recessional outwash. Based on the relative moisture content of the underlying unweathered Vashon till deposits, we infer that the groundwater we encountered here was perched atop the unweathered Vashon till. We observed consistent iron-oxide staining within the upper 1 foot of the till deposits, indicating that perched water may be seasonally present in this unit.

Groundwater levels will fluctuate seasonally with precipitation, as well as with changes in Site and near-Site usage.

2.4 Geotechnical Laboratory Testing

Selected soil samples were submitted to a subcontracted geotechnical testing laboratory to complete moisture content, grain-size distribution, and cation exchange capacity (CEC) testing. Further description of the laboratory test methods and results are presented in Appendix B and incorporated into the logs in Appendix A.

2.5 Infiltration Testing

We performed two small-scale PITs at about 4 ft bgs in APIT-01 and APIT-02 in general accordance with SWMMWW as amended in 2014 (Ecology, 2014) and the Kitsap County Stormwater Design Manual (County, 2021) as detailed in Appendix C. APIT-01 and APIT-02 were performed within Vashon glacial till and Vashon recessional outwash, respectively. The soil at the base of both PITs appeared to be free of organic matter.

3 Conclusions and Recommendations

Aspect's design recommendations for luminaire foundations, temporary excavation and shoring, pavements, stormwater infiltration facilities, and retaining walls are presented in the following sections. Our key findings and conclusions include:

- The glacial till underlying the Site is essentially impervious; therefore, stormwater infiltration is infeasible.
- The proposed luminaires may be supported on conventional foundations assuming use of WSDOT Standard Plan J-28.30-03 (WSDOT, 2014).
- 3-foot-high (maximum) rock walls will be used for grade control to provide flat terraces capable of accommodating the proposed work.

3.1 Long-Term Infiltration Rates

With correction factors applied to PIT results (Appendix C), the resulting long-term infiltration rates are:

- 0.04 in/hr for the Vashon glacial till observed at ATP-01
- 0.76 in/hr in the slightly coarser Vashon recessional outwash at ATP-02

Because the entire Site is underlain by Vashon glacial till, a long-term design infiltration of 0.04 in/hr is appropriate. It is our opinion that the infiltration from APIT-02, which is still quite low, is anomalous. The recessional outwash is thin (less than 4 feet thick across the Site) where it is present and is only about 8 feet thick on the east side of the Site where APIT-02 was performed. The long-term infiltration rate provided above indicates that infiltration is not feasible.

The CEC of the Vashon till and recessional outwash were 3.8 milliequivalents per 100 grams of dry soil (meq/100g) and 2.0 meq/100g, respectively. According to the SWMMWW (Ecology, 2014), soils used for treatment and infiltration should have a CEC of greater than or equal to 5.0 meq/100g.

3.2 Luminaire Foundations

Luminaire foundations should be constructed in accordance with WSDOT Standard Plan J-28.30-03 (WSDOT, 2014). Based on correlations with soil consistency in the WSDOT Geotechnical Design Manual (WSDOT, 2022), it is our opinion that the existing fill, Vashon glacial till, and Vashon recessional outwash have allowable lateral bearing pressures of 2,000 pounds per square foot (psf) or more. Similarly, properly compacted structural fill will have an allowable lateral bearing pressure of 2,000 psf or more. If loose soils are encountered at the ground surface, the loose soils should be removed and properly compacted.

On level ground or slopes not exceeding 4H:1V (horizontal to vertical), we recommend construction of luminaires using Standard Foundation Type A, embedded at least 4.5 feet. On slopes steeper than 4H:1V but less than 2H:1V, we recommend using foundation Type B, with minimum embedment depths of 8 feet.

Based on our understanding of Site subsurface conditions, existing soil can remain standing without shoring casing, and concrete can be gravity-placed. It is our opinion that luminaire foundations can be installed using Method 1 per WSDOT Standard Plan J-28.30-03 (WSDOT, 2014), No Subsurface Form if groundwater is not encountered. If foundations are installed during the wet season, perched groundwater may cause soil sloughing and caving. If this is the case, foundations should be installed using Method B, Metal (Subsurface) Form Required.

3.3 Design Requirements for Rock Walls

We understand that rock walls that are 3 feet or less in height will be used to retain compacted structural fill or native soils. General recommendations and design parameters for rock walls are provided in the following sections.

3.3.1 General Recommendations

Rock wall construction should follow Section 8-24 of the WSDOT Standard Specifications (WSDOT, 2023). Our design recommendations for rockeries include the following:

- Rockeries shall have exposed heights of 6 feet or less in cut sections or 4 feet or less in fill sections unless otherwise designed and approved by the geotechnical engineer. Incremental seismic loading will be required for walls greater than or equal to these heights.
- Quarry spalls meeting the requirements of Section 9-13.1(5) of the WSDOT Standard Specifications (WSDOT, 2023) should be placed behind the rocks to provide drainage and improve wall stability.
- Walls should be backfilled with free draining sand and gravel and should be equipped with a subsurface drain, as described below in Section 4.9.
- Base layers of rocks should be embedded in a keyway that is at least 1-foot bgs or to a suitable subgrade surface, whichever is deeper.
- The rock wall should be set at a batter towards the retained soil side at 1H:4V to 1H:6V.
- For walls founded atop Vashon till without significant surcharge loads and without adverse backslope or foreslopes, global stability is not a critical design consideration. However, for other situations, global stability analyses of individual walls should be completed on a case-by-case basis.

For rock wall construction, we recommend the following:

- The armor rocks should consist of angular and cubical-, tabular-, or rectangular-shaped rocks.
- The armor rocks should be oriented such that the long dimension of the rocks extend back into the embankment, and they should be placed to avoid continuous joint planes in vertical or lateral directions wherever possible.
- The armor rocks should bear on two or more rocks below with good contact between the rows.

- All voids between the armor rocks greater than 6 inches should be inspected for consistent contact between the individual rocks throughout the thickness of the wall. If there is deficient contact between the armor rocks, the void should be “chinked” with a smaller piece of angular rock.

We should be contacted if retaining wall plans change from the 100% construction plans (LDC, 2022).

3.3.2 Design Bearing Pressure

Subgrades may consist of undisturbed, firm, and unyielding Vashon glacial till or structural fill directly overlying weathered glacial till, fill, or Vashon recessional outwash that is properly prepared and compacted. For walls founded atop Vashon glacial till, we recommend an allowable bearing pressure of 3.0 kips per square foot (ksf). For walls founded atop compact structural fill overlying weathered glacial till, fill, or Vashon recessional outwash, we recommend an allowable bearing pressure of 2.5 ksf. The allowable soil bearing pressure may be increased by one-third for temporary loading conditions such as wind or seismic loading.

4 Construction Recommendations

This section includes design and construction recommendations for pavements, drainage, stormwater infiltration, retaining walls, and key earthwork activities anticipated for the Project. Material specifications reference the current WSDOT Standard Specifications (WSDOT, 2023) unless otherwise noted.

4.1 Stormwater Infiltration

We investigated the feasibility of stormwater infiltration at the Site through the completion of two small-scale PITs. Our field testing and analyses indicate that the Site conditions do not readily accept infiltrating stormwater. Based on the results of the field infiltration testing and the presence of relatively impermeable Vashon glacial till deposits, stormwater infiltration is not recommended.

Appendix C presents a more detailed discussion and numeric results of our field infiltration testing. If the design infiltration rate(s) are used in infiltration design, it must be verified by the geotechnical engineer that those materials are encountered during construction.

If possible, stormwater should be managed using Low Impact Development (LID) methods, such as permeable pavements or dispersion, combined with conventional methods such as catch basins, storm drainpipes, and detention facilities that discharge into an appropriate system such as the existing bioretention system. LID methods, such as small rain gardens, bioswales, and permeable pavements, are feasible provided the systems incorporate underdrains and/or overflow redundancy to account for the low permeability and low infiltration capacity of the Site soils.

Due to the low infiltration rates, any new stormwater ponds should be designed as detention ponds, rather than infiltration ponds, with outlets or underdrains that discharge into an appropriate stormwater conveyance system. The 100% Construction Plans meet these recommendations (LDC, 2022).

4.2 General Earthwork Considerations

Based on the explorations performed across the Site and our understanding of the Project, it is our opinion that the Contractor can complete earthwork and excavations with standard construction equipment. The soils encountered at the Site contain a significant percentage of fines (particles passing the U.S. Standard No. 200 sieve), making them moisture sensitive and subject to disturbance when wet. We recommend planning the earthwork portions of the Project to occur during the drier summer months.

To prevent Site erosion during construction, appropriate temporary erosion and sedimentation control (TESC) measures should be used in accordance with our recommendations and local best management practices (BMPs). Specific TESC measures may include appropriately placed silt fencing, straw wattles, rock check dams, and plastic covering of soil stockpiles.

4.3 Subgrade Preparation

Subgrade preparation for pavements, luminaire foundations, and retaining walls to receive structural fill should include removal of all topsoil, debris, loose fill soils, roots, and any other deleterious materials. All bearing surfaces should be trimmed neat and carefully prepared. We recommend proof rolling all pavement subgrade areas with heavy, pneumatic-tired construction equipment such as a loaded dump truck or front-end loader to identify apparent loose, soft, or pumping areas prior to placing pavement sections. Pavement sections should not be placed on frozen subgrade.

The on-Site soils contain variable amounts of fine-grained particles, which makes them moisture sensitive and subject to disturbance when wet. The Contractor must use care during Site preparation and excavation operations so that any bearing surfaces are not disturbed. If this occurs, the disturbed material should be removed to expose undisturbed material.

If bearing surfaces are exposed during the winter season or periods of wet weather, it may be helpful to provide a layer of crushed rock or gravel to help preserve the subgrade. If gravel is used to protect the bearing surfaces, it should meet the gradation requirements for Class A Gravel Backfill for Foundations, as described in Section 9-03.12(1)A of the WSDOT Standard Specifications (WSDOT, 2023).

We recommend that all bearing surfaces be observed by Aspect to verify that the recommendations of this report have been followed.

4.4 Structural Fill

For purposes of this report, material placed under structures, pavement, sidewalks, as wall backfill, or as utility trench backfill, should be considered structural fill.

4.4.1 Reuse of Site Soils as Structural Fill

From a geotechnical standpoint, the existing fill, Vashon glacial till, and Vashon recessional outwash appear suitable for reuse as structural fill, provided the materials are excavated during the dry season, are screened to ensure they are relatively free of organics and other deleterious debris, and can be moisture-conditioned for compaction requirements.

The moisture content during compaction is especially critical as structural fill derived from Vashon till can be prone to future settlement and/or reduced shear strength if placed without specific moisture control. Therefore, we recommend Vashon till reused as structural fill be carefully controlled to meet a moisture content within +/- 2 percent of the optimum moisture content for compaction.

Excavated material should be visually inspected by Aspect to determine its potential use as structural fill. Excavated material that is unsuitable as structural fill may be suitable as backfill for unimproved areas (i.e., landscaped areas) that are not sensitive to differential settlement over time.

4.4.2 Imported Structural Fill

Imported structural fill should consist of relatively clean, free draining, non-plastic, uniformly graded sand and gravel free from organic matter or other deleterious materials and be used in accordance with the following recommendations:

- **General Site grading:** select borrow, as specified in Section 9-03.14(2) of the Standard Specifications may be used in dry weather. In wet weather, use Gravel Borrow, as specified in Section 9-03.14(1) of the Standard Specifications (WSDOT, 2023).
- **Beneath pavements:** crushed surfacing base course (CSBC), as specified in Section 9-03.9(3) of the Standard Specifications, is acceptable.
- **Behind retaining walls:** gravel backfill for walls as specified in Section 9-03.912(2) is appropriate.

4.4.3 Compaction Requirements

Structural fill should be at or near optimum moisture content at the time of placement and should be compacted to a percentage of the maximum dry density (MDD) as determined by ASTM D1557, in accordance with the following recommendations:

- **General Site grading:** structural fill should be compacted to at least 90 percent of the MDD in areas of the proposed roadway that require fill.
- **Beneath pavements:** structural fill beneath pavements should be compacted to at least 95 percent of the MDD. The ground surface within the construction area should be sealed by a smooth drum vibratory roller (or equivalent) and under no circumstances should be left uncompacted and exposed to moisture.
- **Retaining walls:** Backfill compaction within 5 feet of any wall should be limited to 90 percent of the MDD to avoid damage to the structure. Compaction within 5 feet of a wall should be achieved using small hand-operated equipment in conjunction with thinner soil lifts to achieve the required compaction.

The procedure to achieve the specified minimum relative compaction depends on the size and type of compacting equipment, the number of passes, thickness of the layer being compacted, and certain soil properties. When the size of the excavation restricts the use of heavy equipment, smaller equipment can be used, but the soil must be placed in thin enough lifts to achieve the required compaction. A sufficient number of in-place density tests should be performed as the fill is placed to verify the required relative compaction is being achieved.

When the first fill is placed in a given area, and/or anytime the fill material changes, the area should be considered a test section. The test section should be used to establish fill placement and compaction procedures required to achieve proper compaction. Aspect or qualified materials inspection personnel should observe placement and compaction of the test section to assist in establishing an appropriate compaction procedure. Once a placement and compaction procedure is established, the Contractor's operations should be monitored, and periodic density tests performed to verify that proper compaction is being achieved. Soils that become too wet for compaction should be removed and replaced with clean granular materials.

4.5 Temporary Slopes

Maintenance of safe working conditions, including temporary excavation stability, is the responsibility of the Contractor. All temporary cuts in excess of 4 feet in height that are not protected by trench boxes or otherwise shored should be sloped in accordance with Part N of the Washington Administrative Code (WAC) 296-155 (WSL, 2022) as shown in the table below:

Table 1. Temporary Excavation Cut Slope Recommendations

Soil Unit	OSHA Soil Classification	Maximum Temporary Slope	Maximum Height (ft)
Existing fill, Vashon recessional outwash, structural fill	C	1.5H:1V	20
Vashon glacial till	B	1H:1V	20

Notes: OSHA = Occupational Safety and Health Administration; H:V = Horizontal : Vertical

The estimated maximum cut slope inclinations are provided for planning purposes only and are applicable to excavations without groundwater seepage or runoff and assume dry to moist conditions. Flatter slopes will likely be necessary in areas where groundwater seepage exists, or where construction equipment surcharges are placed in close proximity with the crest of the excavation.

With time and the presence of seepage and/or precipitation, the stability of temporary unsupported cut slopes can be significantly reduced. Therefore, all temporary slopes should be protected from erosion by installing a surface water diversion ditch or berm at the top of the slope. In addition, the Contractor should monitor the stability of the temporary cut slopes and adjust the construction schedule and slope inclination accordingly. Vibrations created by traffic and construction equipment may cause caving and raveling of the temporary slopes. In such an event, lateral support for the temporary slopes should be provided by the Contractor to prevent loss of ground support.

4.6 Permanent Slopes

In our opinion, permanent structural fill slopes up to 2H:1V are possible provided best management practices are followed. We recommend that cut and fill slopes be permanently seeded or otherwise landscaped to provide for long-term erosion prevention. Permanent seeding may include native plants and grasses (applied by hydroseed with tackifier) with a temporary biodegradable erosion control blanket to cover the hydroseed and provide temporary protection until the grasses grow through the blanket. Where possible, the native topsoil should be retained and incorporated into the slopes prior to seeding. The SWMMWW recommends permanent seeding and erosion control blankets be designed and installed in accordance with its Best Management Practices C120 and C122, respectively (Ecology, 2014).

4.7 Wet Weather Construction

The soils encountered across the Site are moisture sensitive and may be difficult to handle, prepare, or compact with construction equipment during periods of wet weather. Earthwork is typically most economical when performed under dry weather conditions. If earthwork is to be performed or fill is to be placed in wet weather or under wet conditions, the following recommendations should be incorporated into the contract specifications:

- Earthwork should be performed in small areas to minimize exposure to wet weather. Excavation or the removal of unsuitable soils should be followed promptly by the placement and compaction of clean structural fill. The size and type of construction equipment used may need to be limited to prevent soil disturbance.
- Materials used as structural fill should consist of clean, granular soil containing less than 7 percent fines, such as Gravel Borrow, as specified in Section 9-03.14(1) of the Standard Specifications (WSDOT, 2023). The fines should be nonplastic.
- The ground surface within the construction area should be sealed by a smooth drum vibratory roller (or equivalent) and under no circumstances should be left uncompacted and exposed to moisture. Soils which become too wet for compaction should be removed and replaced with clean granular materials.
- Excavation and placement of structural fill should be observed by Aspect to verify that all unsuitable materials are removed, and suitable compaction is achieved.
- Local BMPs for erosion protection should be strictly followed.

4.8 Construction Dewatering

Minor groundwater seepage and surficial runoff may be encountered at shallow depths. We anticipate that strategically placed sumps and pumps will sufficiently control water inflow. Sumps are often constructed by placing a short section of perforated corrugated steel pipe (or surplus 8- to 12-inch well screen) in a small hole excavated below the subgrade elevation/excavation. The annular space around the pipe is backfilled with drain rock, with several inches placed inside the casing to help control the pumping of fines. Submersible pumps (trash pumps) are then placed inside the casing and connected to a central discharge pipe.

The Contractor should be responsible for design, implementation, and any necessary permits associated with any construction dewatering system used for the Project.

4.9 Drainage Considerations

The outside edge of embedded walls should be provided with a drainage system consisting of a 4-inch-diameter (minimum), perforated, rigid pipe embedded in free-draining gravel meeting the requirements of Section 9-03.12(4) of the Standard Specifications, Gravel Backfill for Drains (WSDOT, 2023). The wall drains should be a minimum of 1 foot thick, and a layer of low permeability soils should be used over the

upper foot of the drain section to reduce the potential for surface water to enter the drain curtain. Prefabricated drain mats combined with relatively free-draining backfill may be used as an alternative to wall drains.

Final grades around the proposed structure should be sloped such that surface water drains away from the structure. Site grades should be sloped to discharge surface water away from slope faces and fill areas to suitable collection and disposal areas.

5 Plans Review

This report is provided to summarize our key findings and conclusions in support of the future roadway design. The recommendations presented herein are based on the 100% Construction Plans by LDC (LDC, 2022), which are in general agreement with the geotechnical conclusions and recommendations of this report.

6 Recommendations for Continuing Geotechnical Services

We are available to provide geotechnical engineering and monitoring services during construction. The integrity of the geotechnical elements depends on proper Site preparation and construction procedures. In addition, engineering decisions may have to be made in the field if variations in subsurface conditions become apparent. During the construction phase of the Project, we recommend that Aspect be retained to perform the following tasks:

- Review applicable submittals
- Observe and evaluate subgrade preparation and structural fill placement for pavement and retaining walls
- Attend meetings, as needed
- Address other geotechnical engineering considerations that may arise during construction

The purpose of our observations is to verify compliance with design concepts and recommendations and to allow design changes or evaluation of appropriate construction methods in the event that subsurface conditions differ from those anticipated prior to the start of construction.

7 References

- Contreras, T.A., K.A Stone, and G.L. Paulin, 2013, Geologic Map of the Lofall 7.5-minute Quadrangle, Jefferson and Kitsap Counties, Washington, Scale: 1:24000, October 2013.
- GeoEngineers Inc. , 2014, Geotechnical Engineering Services, North Base Park and Ride, Poulsbo, Washington, April 17, 2014.
- Kitsap County (County), 2021, Kitsap County Stormwater Design Manual, Volumes I and II, October 4, 2021.
- Land Development Consultants, Inc. (LDC), 2022, Ruth Haines Roadway 100% Construction Plans, Drawings, September 13, 2022.
- Perteet, 2017, Addendum to the Final Drainage Report for Kitsap Transit North Base and Viking Park and Ride dated September 2015, Memorandum, August 31, 2017.
- Washington Department of Ecology (Ecology), 2014, Stormwater Management Manual for Western Washington, Publication Number 14-10-055, December 2014.
- Washington State Department of Transportation (WSDOT), 2014, Steel Light Standard Foundation Types A & B, Standard Plan J-28.30-03, June 10, 2014.
- Washington State Department of Transportation (WSDOT), 2022, Geotechnical Design Manual M 46-03.16, February 10, 2022.
- Washington State Department of Transportation (WSDOT), 2023, Standard Specifications for Road, Bridge, and Municipal Construction, M 41-10, 2023.
- Washington State Legislature (WSL), 2022, Washington Administrative Code, Chapter 296-155 WAC: Safety Standards for Construction Work, July 19, 2022.

8 Limitations

Work for this project was performed for Land Development Consultants, Inc. (LDC; Client), and this report was prepared consistent with recognized standards of professionals in the same locality and involving similar conditions, at the time the work was performed. No other warranty, expressed or implied, is made by Aspect Consulting, LLC (Aspect).

Recommendations presented herein are based on our interpretation of site conditions, geotechnical engineering calculations, and judgment in accordance with our mutually agreed-upon scope of work. Our recommendations are unique and specific to the project, site, and Client. Application of this report for any purpose other than the project should be done only after consultation with Aspect.

Variations may exist between the soil and groundwater conditions reported and those actually underlying the site. The nature and extent of such soil variations may change over time and may not be evident before construction begins. If any soil conditions are encountered at the site that are different from those described in this report, Aspect should be notified immediately to review the applicability of our recommendations.

Risks are inherent with any site involving slopes and no recommendations, geologic analysis, or engineering design can assure slope stability. Our observations, findings, and opinions are a means to identify and reduce the inherent risks to the Client.

It is the Client's responsibility to see that all parties to this project, including the designer, contractor, subcontractors, and agents, are made aware of this report in its entirety. If project developments result in changes from the current project information, Aspect should be contacted to determine if our recommendations contained in this report should be revised and/or expanded upon.

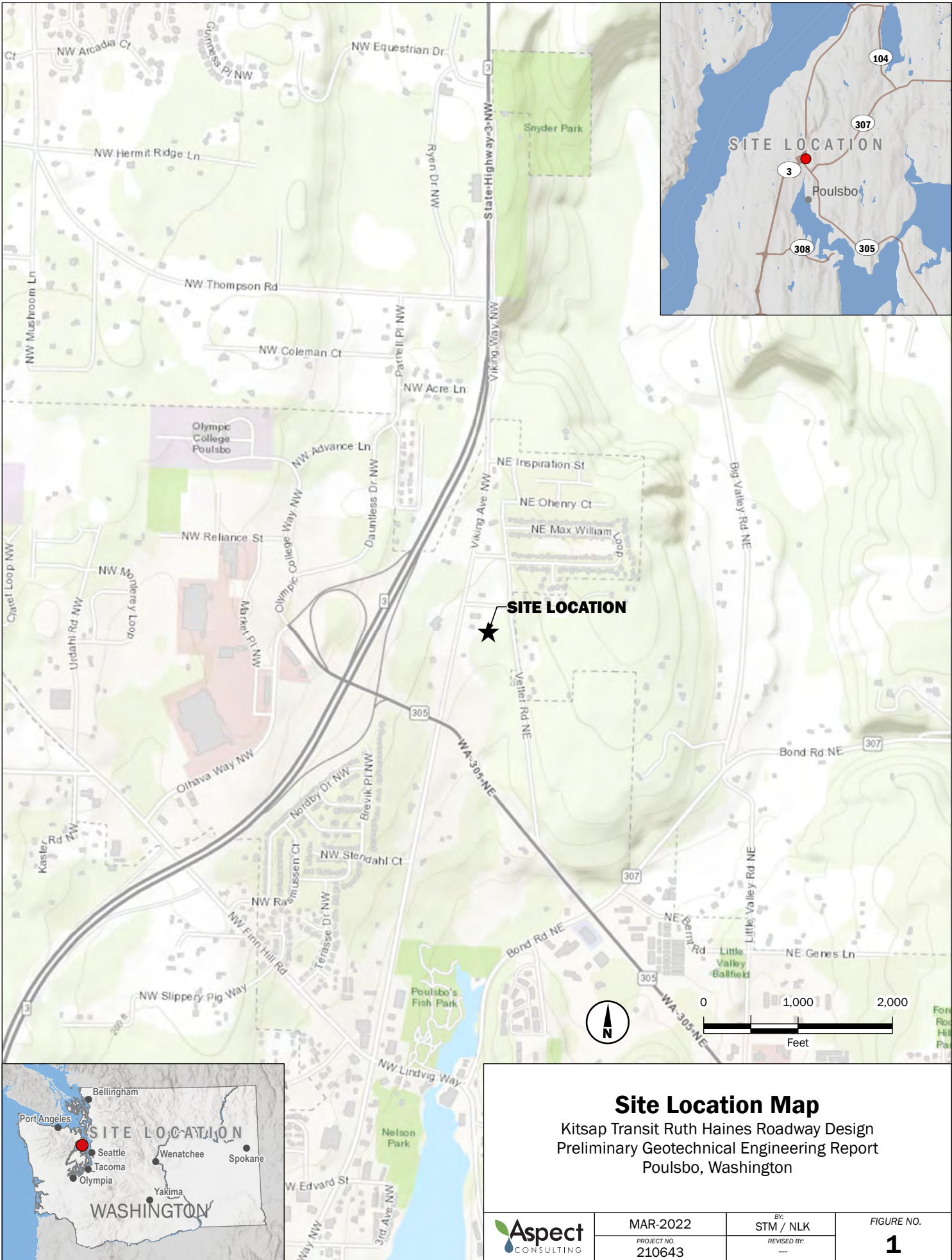
The scope of work does not include services related to construction safety precautions. Site safety is typically the responsibility of the contractor, and our recommendations are not intended to direct the contractor's site safety methods, techniques, sequences, or procedures. The scope of our work also does not include the assessment of environmental characteristics, particularly those involving potentially hazardous substances in soil or groundwater.

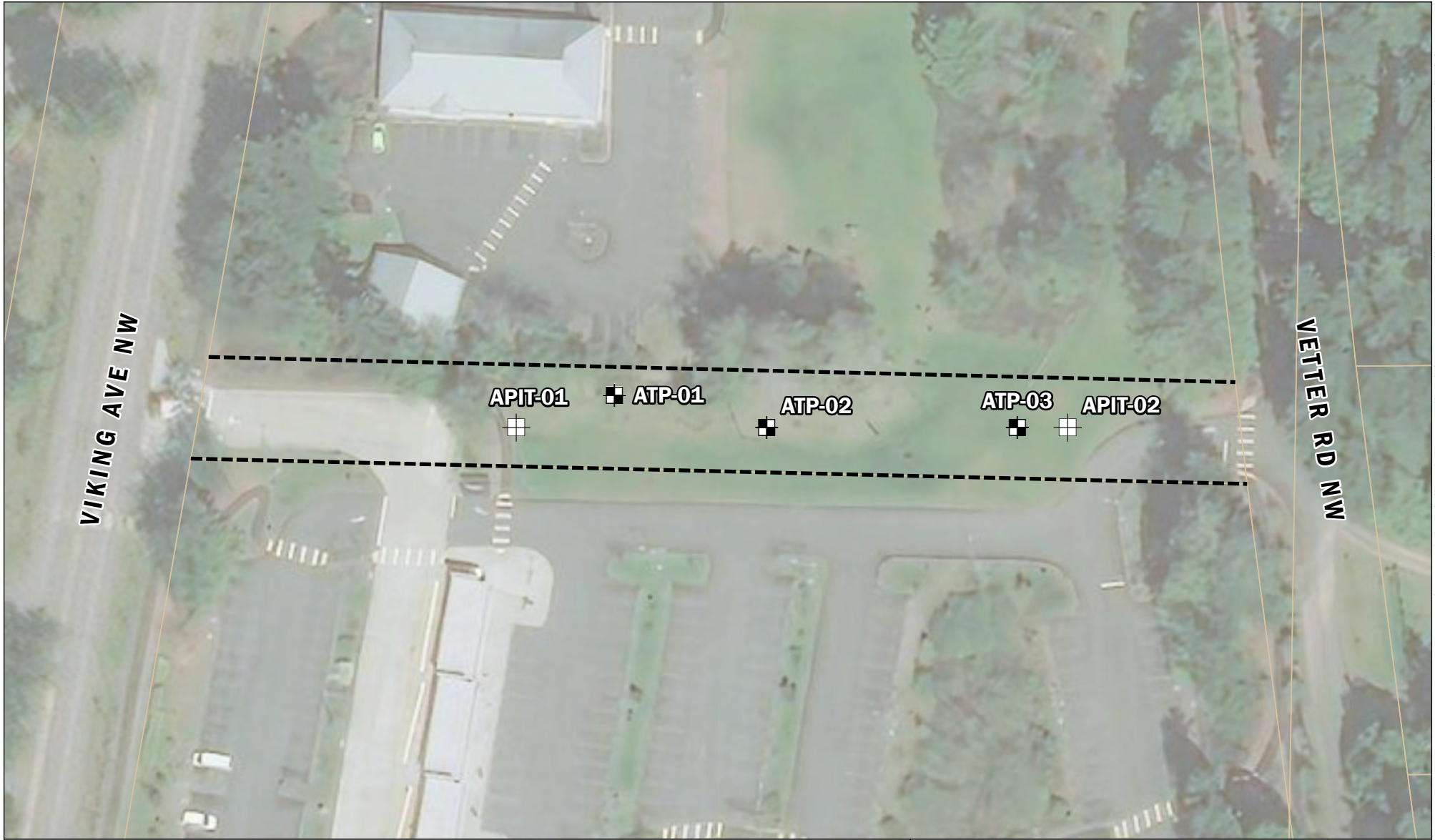
All reports prepared by Aspect for the Client apply only to the services described in the Agreement(s) with the Client. Any use or reuse by any party other than the Client is at the sole risk of that party, and without liability to Aspect. Aspect's original files/reports shall govern in the event of any dispute regarding the content of electronic documents furnished to others.

Please refer to Appendix D titled "Report Limitations and Guidelines for Use" for additional information governing the use of this report.





We appreciate the opportunity to perform these services. If you have any questions please call Alison Dennison, Senior Engineering Geologist, 206.413.5412.

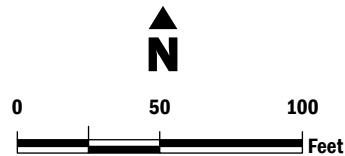
FIGURES





Legend

-  Test Pit (ATP)
-  Pilot Infiltration Tests (APIT)
-  Proposed Ruth Haines Road ROW (Approximate)
-  Kitsap County Tax Parcel



Exploration Plan

Kitsap Transit Ruth Haines Roadway Design Preliminary
Geotechnical Engineering Report
Poulsbo, Washington



MAR-2022
PROJECT NO.
210643

BY:
STM / NLK
REVISED BY:
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FIGURE NO.
2

APPENDIX A

Subsurface Exploration Logs

A. Subsurface Explorations Methodology

A field exploration program was performed on March 10 and 11, 2022, to determine the geotechnical and hydrogeological properties of materials at the Site. High Meadows Excavating LLC, under subcontract to Aspect, completed five test pits (designated ATP-01, ATP-02, ATP-03, APIT-01 and APIT-02). Excavation was conducted using a Hitachi 85USB track excavator to depths ranging between 5 and 14.7 feet bgs. The test pits were backfilled with excavated soils that was tamped into place using the excavator bucket.

An Aspect engineer-in-training was present throughout the program to observe the excavation procedures, assist in sampling, prepare descriptive logs of the exploration, and perform pilot infiltration tests (PITs). Soils were classified in general accordance with ASTM International (ASTM) D2488, *Standard Practice for Description and Identification of Soils (Visual-Manual Procedure)*. The relative density/consistency of the soils was evaluated qualitatively with a 0.5-inch-diameter steel T probe and observation of digging difficulty. The PITs were performed in APIT-01 and APIT-02, as detailed in Appendix C.

The exploration logs are provided within this appendix and exploration locations are shown on Figure 2. The summary exploration logs represent our interpretation of the contents of the field logs. The stratigraphic contacts shown on the individual summary logs represent the approximate boundaries between soil types; actual transitions may be more gradual. The subsurface conditions depicted are only for the specific date and locations reported and are not necessarily representative of other locations and times.

Coarse-Grained Soils - More than 50% ¹ Retained on No. 200 Sieve	G Gravels - More than 50% ¹ of Coarse Fraction Retained on No. 4 Sieve	≤5% Fines	GW	Well-graded GRAVEL Well-graded GRAVEL WITH SAND
				GP Poorly-graded GRAVEL Poorly-graded GRAVEL WITH SAND
	S Sands - 50% ¹ or More of Coarse Fraction Passes No. 4 Sieve	≥15% Fines	GM	SILTY GRAVEL SILTY GRAVEL WITH SAND
				GC CLAYEY GRAVEL CLAYEY GRAVEL WITH SAND
	S Sands - 50% ¹ or More of Coarse Fraction Passes No. 4 Sieve	≤5% Fines	SW	Well-graded SAND Well-graded SAND WITH GRAVEL
				SP Poorly-graded SAND Poorly-graded SAND WITH GRAVEL
	S Sands - 50% ¹ or More of Coarse Fraction Passes No. 4 Sieve	≥15% Fines	SM	SILTY SAND SILTY SAND WITH GRAVEL
				SC CLAYEY SAND CLAYEY SAND WITH GRAVEL
Fine-Grained Soils - 50% ¹ or More Passes No. 200 Sieve	S Silts and Clays Liquid Limit Less than 50%		ML	SILT SANDY or GRAVELLY SILT SILT WITH SAND SILT WITH GRAVEL
				CL LEAN CLAY SANDY or GRAVELLY LEAN CLAY LEAN CLAY WITH SAND LEAN CLAY WITH GRAVEL
	S Silts and Clays Liquid Limit 50% or More		OL	ORGANIC SILT SANDY or GRAVELLY ORGANIC SILT ORGANIC SILT WITH SAND ORGANIC SILT WITH GRAVEL
				MH ELASTIC SILT SANDY or GRAVELLY ELASTIC SILT ELASTIC SILT WITH SAND ELASTIC SILT WITH GRAVEL
	S Silts and Clays Liquid Limit 50% or More		CH	FAT CLAY SANDY or GRAVELLY FAT CLAY FAT CLAY WITH SAND FAT CLAY WITH GRAVEL
				OH ORGANIC CLAY SANDY or GRAVELLY ORGANIC CLAY ORGANIC CLAY WITH SAND ORGANIC CLAY WITH GRAVEL
Highly Organic Soils			PT	PEAT and other mostly organic soils

"WITH SILT" or "WITH CLAY" means 5 to 15% silt and clay, denoted by a "-" in the group name; e.g., SP-SM • "SILTY" or "CLAYEY" means >15% silt and clay • "WITH SAND" or "WITH GRAVEL" means 15 to 30% sand and gravel. • "SANDY" or "GRAVELLY" means >30% sand and gravel. • "Well-graded" means approximately equal amounts of fine to coarse grain sizes • "Poorly graded" means unequal amounts of grain sizes • Group names separated by "/" means soil contains layers of the two soil types; e.g., SM/ML.

Soils were described and identified in the field in general accordance with the methods described in ASTM D2488. Where indicated in the log, soils were classified using ASTM D2487 or other laboratory tests as appropriate. Refer to the report accompanying these exploration logs for details.

1. Estimated or measured percentage by dry weight
2. (SPT) Standard Penetration Test (ASTM D1586)
3. Determined by SPT, DCPT (ASTM STP399) or other field methods. See report text for details.

MC	=	Natural Moisture Content	GEOTECHNICAL LAB TESTS	
PS	=	Particle Size Distribution		
FC	=	Fines Content (% < 0.075 mm)		
GH	=	Hydrometer Test		
AL	=	Atterberg Limits		
C	=	Consolidation Test		
Str	=	Strength Test		
OC	=	Organic Content (% Loss by Ignition)		
Comp	=	Proctor Test		
K	=	Hydraulic Conductivity Test		
SG	=	Specific Gravity Test		
Organic Chemicals			CHEMICAL LAB TESTS	
BTEX	=	Benzene, Toluene, Ethylbenzene, Xylenes		
TPH-Dx	=	Diesel and Oil-Range Petroleum Hydrocarbons		
TPH-G	=	Gasoline-Range Petroleum Hydrocarbons		
VOCs	=	Volatile Organic Compounds		
SVOCs	=	Semi-Volatile Organic Compounds		
PAHs	=	Polycyclic Aromatic Hydrocarbon Compounds		
PCBs	=	Polychlorinated Biphenyls		
Metals				
RCRA8	=	As, Ba, Cd, Cr, Pb, Hg, Se, Ag, (d = dissolved, t = total)		
MTCA5	=	As, Cd, Cr, Hg, Pb (d = dissolved, t = total)		
PP-13	=	Ag, As, Be, Cd, Cr, Cu, Hg, Ni, Pb, Sb, Se, Tl, Zn (d=dissolved, t=total)		
PID = Photoionization Detector			FIELD TESTS	
Sheen = Oil Sheen Test				
SPT ² = Standard Penetration Test				
NSPT = Non-Standard Penetration Test				
DCPT = Dynamic Cone Penetration Test				
Descriptive Term			Size Range and Sieve Number	
Boulders =			Larger than 12 inches	
Cobbles =			3 inches to 12 inches	
Coarse Gravel =			3 inches to 3/4 inches	
Fine Gravel =			3/4 inches to No. 4 (4.75 mm)	
Coarse Sand =			No. 4 (4.75 mm) to No. 10 (2.00 mm)	
Medium Sand =			No. 10 (2.00 mm) to No. 40 (0.425 mm)	
Fine Sand =			No. 40 (0.425 mm) to No. 200 (0.075 mm)	
Silt and Clay =			Smaller than No. 200 (0.075 mm)	
% by Weight			Modifier	
<1 =			Subtrace	
1 to <5 =			Trace	
5 to 10 =			Few	
% by Weight			Modifier	
15 to 25 =			Little	
30 to 45 =			Some	
>50 =			Mostly	
Dry =			Absence of moisture, dusty, dry to the touch	
Slightly Moist =			Perceptible moisture	
Moist =			Damp but no visible water	
Very Moist =			Water visible but not free draining	
Wet =			Visible free water, usually from below water table	
Non-Cohesive or Coarse-Grained Soils			RELATIVE DENSITY	
Density³			SPT² Blows/Foot	
Very Loose =			0 to 4	
Loose =			5 to 10	
Medium Dense =			11 to 30	
Dense =			31 to 50	
Very Dense =			> 50	
Penetration with 1/2" Diameter Rod				
≥ 2'				
1' to 2'				
3" to 1'				
1" to 3"				
< 1"				
Cohesive or Fine-Grained Soils			CONSISTENCY	
Consistency³			SPT² Blows/Foot	
Very Soft =			0 to 1	
Soft =			2 to 4	
Medium Stiff =			5 to 8	
Stiff =			9 to 15	
Very Stiff =			16 to 30	
Hard =			> 30	
Penetrated >1" easily by thumb. Extrudes between thumb & fingers.				
Penetrated 1/4" to 1" easily by thumb. Easily molded.				
Penetrated >1/4" with effort by thumb. Molded with strong pressure.				
Indented ~1/4" with effort by thumb.				
Indented easily by thumbnail.				
Indented with difficulty by thumbnail.				
Observed and Distinct			Observed and Gradual	
Inferred				
Aspect CONSULTING				
Exploration Log Key				



Ruth Haines Roadway Design - 210643

Geotechnical Exploration Log

Project Address & Site Specific Location

Coordinates (Lat, Lon WGS84)

Exploration Number

21992 Viking Avenue Northwest, Poulsbo WA, See Figure 2.

47.7599, -122.6509 (est)

APIT-01

Contractor
High Meadows Excavating
LLC

Equipment
Hitachi ZAXUS 85USB
Excavator

Sampling Method

Grab

Ground Surface Elev.

180' (est)

Operator

Exploration Method(s)

Work Start/Completion Dates

Top of Casing Elev.

Depth to Water (Below GS)

Andrew

Test Pit

3/11/2022

NA

No Water Encountered

Depth (feet)	Elev. (feet)	Exploration Notes and Completion Details	Sample Type/ID	Blows/foot Water Content (%)	Blows/6'	Tests	Material Type	Description	Depth (ft)
1	179	Backfilled with excavated material and tamped into place with the excavator bucket. Sidewalls remained vertical with no caving.	S1			T-probe =2 to 4 inches		TOPSOIL SILTY SAND (SM); loose, moist, dark brown; fine to coarse sand; trace, fine to coarse, subangular to rounded gravel; few organics.	1
2	178							FILL SILTY SAND (SM); loose to medium dense, moist, brown to orange-brown; fine to coarse sand; trace, fine to coarse, subangular to rounded gravel; subtrace organics.	2
3	177		S2			T-probe =< 1 inch PS,MC FC=19.7% D50=0.265mm		VASHON GLACIAL TILL SILTY SAND WITH GRAVEL (SM); very dense, slightly moist to moist, gray; fine to coarse sand; fine to coarse, subangular to rounded gravel.	3
4	176								4
5	175							Pilot infiltration test (PIT) performed at 4 ft. bgs prior to overexcavation. Bottom of exploration at 5 ft. bgs.	5
6	174								6
7	173								7
8	172								8
9	171								9
10	170								10
11	169								11
12	168								12
13	167								13
14	166								14

Legend

Grab sample

Plastic Limit — Liquid Limit

No Water Encountered

Water
Level

See Exploration Log Key for explanation
of symbols

Logged by: S. Muchongwe
Approved by: AD / JRG

**Exploration
Log
APIT-01**

Sheet 1 of 1



Ruth Haines Roadway Design - 210643

Geotechnical Exploration Log

Project Address & Site Specific Location

Coordinates (Lat, Lon WGS84)

Exploration Number

21992 Viking Avenue Northwest, Poulsbo WA, See Figure 2.

47.7599, -122.6498 (est)

APIT-02

Contractor
High Meadows Excavating
LLC

Equipment
Hitachi ZAXUS 85USB
Excavator

Sampling Method

Grab

Ground Surface Elev.

178' (est)

Operator

Exploration Method(s)

Work Start/Completion Dates

Top of Casing Elev.

Depth to Water (Below GS)

Andrew

Test Pit

3/11/2022

NA

No Water Encountered

Depth (feet)	Elev. (feet)	Exploration Notes and Completion Details	Sample Type/ID	Blows/foot					Blows/6"	Tests	Material Type	Description	Depth (ft)
				0	10	20	30	40	50				
1	177	Backfilled with excavated material and tamped into place with the excavator bucket. Slight sidewall caving observed from 3 feet.	S1 S2 S3									TOPSOIL SILTY SAND (SM); loose, moist, dark brown; fine to coarse sand; trace, fine to coarse, subangular to rounded gravel; few organics.	1
2	176									T-probe =1 to 2 inches		VASHON RECESSIONAL OUTWASH SAND (SP); dense, moist, gray to gray-brown; fine to coarse sand; trace, fine to coarse, subangular to rounded gravel; subtrace organics. Iron-oxide staining.	2
3	175												3
4	174									T-probe =1 to 3 inches PS,MC FC=2.2%			4
5	173									D50=0.316mm			5
6	172									MC			6
7	171											Pilot infiltration test (PIT) performed at 4 ft. bgs prior to overexcavation. Bottom of exploration at 6 ft. bgs.	7
8	170												8
9	169												9
10	168												10
11	167												11
12	166												12
13	165												13
14	164												14

Legend

Grab sample

Plastic Limit — Liquid Limit

No Water Encountered

See Exploration Log Key for explanation
of symbols

Logged by: S. Muchongwe
Approved by: AD / JRG

**Exploration
Log
APIT-02**

Sheet 1 of 1



Ruth Haines Roadway Design - 210643

Geotechnical Exploration Log

Project Address & Site Specific Location

Coordinates (Lat, Lon WGS84)

Exploration Number

21992 Viking Avenue Northwest, Poulsbo WA, See Figure 2.

47.7600, -122.6508 (est)

ATP-01

Contractor
High Meadows Excavating
LLC

Equipment
Hitachi ZAXUS 85USB
Excavator

Sampling Method

Grab

Ground Surface Elev.

178' (est)

Operator

Exploration Method(s)

Work Start/Completion Dates

Top of Casing Elev.

Depth to Water (Below GS)

Andrew

Test Pit

3/11/2022

NA

3' (Seep)

Depth (feet)	Elev. (feet)	Exploration Notes and Completion Details	Sample Type/ID	Blows/foot Water Content (%)	Blows/6'	Tests	Material Type	Description	Depth (ft)
1	177							TOPSOIL SILTY SAND (SM); very loose, moist, dark brown; fine to coarse sand; trace, fine to coarse, subangular to rounded gravel; few wood chips and organics.	1
2	176					T-probe =4 to 8 inches MC		VASHON RECESSIONAL OUTWASH SILTY SAND (SM); medium dense, moist, brown; fine to coarse sand; trace, fine to coarse, subangular to rounded gravel; subtrace organics.	2
3	175	3/11/2022	S1						3
4	174					T-probe =< 1 inch		VASHON GLACIAL TILL SILTY SAND WITH GRAVEL AND COBBLES (SM); very dense, slightly moist, brown; fine to coarse sand; fine to coarse, subrounded to rounded gravel.	4
5	173		S2						5
6	172								6
7	171	Backfilled with excavated material and tamped into place with the excavator bucket. Sidewalls remained vertical with no caving.							7
8	170		S3						8
9	169								9
10	168								10
11	167								11
12	166		S4			FC, MC FC=15.5%			12
13	165								13
14	164		S5						14
Bottom of exploration at 14.7 ft. bgs.									

Legend

Grab sample

Plastic Limit Liquid Limit

Water Level (Seepage)

See Exploration Log Key for explanation of symbols

Logged by: S. Muchongwe
Approved by: AD / JRG

**Exploration
Log
ATP-01**

Sheet 1 of 1



Ruth Haines Roadway Design - 210643

Geotechnical Exploration Log

Project Address & Site Specific Location

Coordinates (Lat, Lon WGS84)

Exploration Number

21992 Viking Avenue Northwest, Poulsbo WA, See Figure 2.

47.7599, -122.6504 (est)

ATP-02

Contractor
High Meadows Excavating
LLC

Equipment
Hitachi ZAXUS 85USB
Excavator

Sampling Method

Grab

Ground Surface Elev.

173' (est)

Operator

Exploration Method(s)

Work Start/Completion Dates

Top of Casing Elev.

Depth to Water (Below GS)


Andrew

Test Pit


3/11/2022

NA


5' (Seep)

Depth (feet)	Elev. (feet)	Exploration Notes and Completion Details	Sample Type/ID	Blows/foot Water Content (%)					Blows/6"	Tests	Material Type	Description	Depth (ft)
				0	10	20	30	40	50				
1	172	 Backfilled with excavated material and tamped into place with the excavator bucket. Sidewalls remained vertical with no caving. 3/10/2022	S1									TOPSOIL SILTY SAND (SM); loose, moist, dark brown; fine to coarse sand; trace, fine to coarse, subangular to rounded gravel; trace organics.	1
2	171											FILL SILTY SAND WITH GRAVEL AND COBBLES (SM); dense, moist, gray-brown; fine to coarse sand; few to little, fine to coarse, subangular to rounded gravel; subtrace organics.	2
3	170		S2									2-inch layer of buried topsoil with tree rootlets and organics.	3
4	169											SILTY SAND WITH GRAVEL (SM); dense, moist, brown; fine to coarse sand; few to little, fine to coarse, subangular to rounded gravel; subtrace organics.	4
5	168		S3										5
6	167											VASHON GLACIAL TILL SILTY SAND (SM); very dense, slightly moist, gray; fine to coarse sand; fine to coarse, subangular to rounded gravel. Bottom of exploration at 6.2 ft. bgs.	6
7	166												7
8	165												8
9	164												9
10	163												10
11	162												11
12	161												12
13	160												13
14	159												14

Legend

 Grab sample

Plastic Limit ——— Liquid Limit

 Water Level (Seepage)

See Exploration Log Key for explanation of symbols

Logged by: S. Muchongwe
Approved by: AD / JRG

**Exploration
Log
ATP-02**

Sheet 1 of 1



Ruth Haines Roadway Design - 210643

Geotechnical Exploration Log

Project Address & Site Specific Location

Coordinates (Lat, Lon WGS84)

Exploration Number

21992 Viking Avenue Northwest, Poulsbo WA, See Figure 2.

47.7599, -122.6499 (est)

ATP-03

Contractor
High Meadows Excavating
LLC

Equipment
Hitachi ZAXUS 85USB
Excavator

Sampling Method

Grab

Ground Surface Elev.

174' (est)

Operator

Exploration Method(s)

Work Start/Completion Dates

Top of Casing Elev.

Depth to Water (Below GS)

Andrew

Test Pit

3/11/2022

NA

No Water Encountered

Depth (feet)	Elev. (feet)	Exploration Notes and Completion Details	Sample Type/ID	Blows/foot Water Content (%)					Blows/6"	Tests	Material Type	Description	Depth (ft)
				0	10	20	30	40	50				
1	173	Backfilled with excavated material and tamped into place with the excavator bucket. Sidewalls remained vertical with no caving.	S1							T-probe =1 to 3 inches MC		TOPSOIL SILTY SAND (SM); loose, moist, dark brown; fine to coarse sand; trace, fine to coarse, subangular to rounded gravel; trace organics.	1
2	172											VASHON RECESSIONAL OUTWASH SILTY SAND (SM); medium dense to dense, moist, gray-brown to orange brown; fine to coarse sand; trace, fine to coarse, subangular to rounded gravel; subtrace organics.	2
3	171		S2							T-probe =< 1 inch		VASHON GLACIAL TILL SILTY SAND WITH GRAVEL AND COBBLES (SM); very dense, slightly moist, gray; fine to coarse sand; fine to coarse, subangular to rounded gravel.	3
4	170												4
5	169		S3							MC			5
6	168												6
7	167		S4										7
8	166												8
9	165		S5										9
10	164												10
11	163											Bottom of exploration at 10.5 ft. bgs.	11
12	162												12
13	161												13
14	160												14

Legend

Grab sample

Plastic Limit — Liquid Limit

No Water Encountered

See Exploration Log Key for explanation
of symbols

Logged by: S. Muchongwe
Approved by: AD / JRG

**Exploration
Log
ATP-03**

Sheet 1 of 1

APPENDIX B

Geotechnical Laboratory Results

B. Geotechnical Laboratory Testing

We submitted select soil samples to Materials Testing & Consulting, Inc. for geotechnical laboratory testing. Soil samples used in the testing program were collected from the test pits and pilot infiltration tests (PITs). The results of the tests are summarized below, presented in this appendix, and incorporated into the subsurface exploration logs in Appendix A.

Table B-1. Laboratory Testing Results Summary

Boring	Sample Depth (ft bgs)	Percent Moisture Content	Percent Gravel	Percent Sand	Percent Fines	USCS Class	CEC (meq/100g)	Geologic Unit
ATP-01	2.5	26.4	-	-	-	-	-	Glacial Outwash
ATP-01	11.5	6.5	84.5		15.5	SM	-	Glacial Till
ATP-02	4.5	17.2	14.1	64.9	21.1	SM	-	Fill
ATP-03	2.5	9.0	-	-	-	-	-	Glacial Outwash
ATP-03	6.0	7.2	-	-	-	-	-	Glacial Till
APIT-01	4.0	12.9	13.9	66.4	19.7	SM	3.8	Glacial Till
APIT-02	4.0	5.4	5.1	92.7	2.2	SP	2.0	Glacial Outwash
APIT-02	6.0	20.1	-	-	-	-	-	Glacial Outwash

Notes:

% = percent; APIT = Aspect pilot infiltration test; ATP = Aspect test pit; CEC = cation exchange capacity; ft bgs = feet below ground surface; ID = identification; MC = moisture content; meq/100g = milliequivalents per 100 grams of soil; SM = silty sand; SP = poorly sorted sand; USCS = Unified Soil Classification System.

The following is a summary of laboratory testing methods used for the Project.

B.1 Soil Classification

The classifications of selected samples were checked by grain-size analysis and plasticity index testing. Classifications were made in general accordance with the Unified Soil Classification System (USCS) according to ASTM D2488, *Standard Practice for Description and Identification of Soils (Visual-Manual Procedures)*, and ASTM D2487, *Standard Practice for Classification of Soils for Engineering Purposes* (Unified Soil Classification System).

B.2 Cation Exchange Capacity

Cation exchange capacity (CEC) is the amount of exchangeable cations that a soil can absorb. Units are milli-equivalents per 100 g of soil, typically abbreviated simply as meq. CEC testing was performed on soil collected at PIT depths (prior to over excavation) in accordance with EPA laboratory method 9081, *Cation-Exchange Capacity of Soils (Sodium Acetate)*.

B.3 Moisture-Content Determination

Moisture contents were determined for samples recovered in the explorations in general accordance with ASTM D2216, *Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass*, as soon as possible following their arrival to the laboratory. This test method allows for the laboratory determination of the water (moisture) content of a soil sample by measuring and recording the mass of a sample before and then after drying.

B.4 Grain-Size Analysis

Select soil samples were submitted for analysis of grain size by the ASTM D-6913 test method, *Standard Test Methods for Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis*. This test method allows for the laboratory determination of the percent of the size fractions (by weight) of coarse-grained soil and the percent of fines in a soil sample.

B.5 Fines Content

Fines-content analyses were performed on selected soil samples in general accordance with ASTM C117, *Standard Test Method for Materials Finer than 75- μ m (No. 200) Sieve in Mineral Aggregates by Washing*. The results of the tests are presented in this appendix showing percent passing the No. 200 sieve by weight.



Client: Aspect Consulting, LLC.
Address: 710 2nd Avenue, Suite 550
Seattle, WA 98104
Attn: Samantha Muchongwe
Revised on:

Date: March 24, 2022
Project: Q.C. - Ruth Haines Roadway Design - 210643
Project #: 22B020-02
Sample #: B22-0253 - 0260
Date sampled: March 10 & 11, 2022

As requested MTC, Inc. has performed the following test(s) on the sample referenced above. The testing was performed in accordance with current applicable AASHTO or ASTM standards as indicated below. The results obtained in our laboratory were as follows below or on the attached pages:

	Test(s) Performed:	Test Results		Test(s) Performed:	Test Results
X	Sieve Analysis	See Attached Reports		Sulfate Soundness	
	Proctor			Bulk Density & Voids	
	Sand Equivalent			WSDOT Degradation	
	Fracture Count			LA Abrasion	
X	Moisture Content	See Attached Report	X	#200 Wash	See Attached Report
	Specific Gravity, Coarse		X	Cation Exchange Capacity	See Attached Reports
	Specific Gravity, Fine				
	Hydrometer Analysis				
	Atterberg Limits				

If you have any questions concerning the test results, the procedures used, or if we can be of any further assistance please call on us at the number below.

Respectfully Submitted,
Alex Eifrig
WABO Supervising Laboratory Technician



Moisture Content - ASTM C566, ASTM D2216

Project: Q.C. - Ruth Haines Roadway Design - 210643
Project #: 22B020-02
Date Received: March 18, 2022
Date Tested: March 21, 2022

Client: Aspect Consulting, LLC.

Sampled by: Client

Tested by: K. Mendez

[illegible]

All results apply only to actual locations and materials tested. As a mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statements, conclusions or extracts from or regarding our reports is reserved pending our written approval.

Reviewed by:

Alex Eifrig

Alex Eifrig

Environmental • Geotechnical Engineering • Special Inspection • Non-Destructive Testing • Materials Testing

Burlington | Olympia | Bellingham | Silverdale | Tukwila

360.755.1990

www.mtc-inc.net



Amount of Materials Finer Than #200 Sieve - ASTM C117, ASTM D1140

Project: Q.C. - Ruth Haines Roadway Design - 210643
Project #: 22B020-02
Date Received: March 18, 2022
Date Tested: March 22, 2022

Client: Aspect Consulting, LLC.

Sampled by: Client

Tested by: K. Mendez

[illegible]

All results apply only to actual locations and materials tested. As a mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statements, conclusions or extracts from or regarding our reports is reserved pending our written approval.


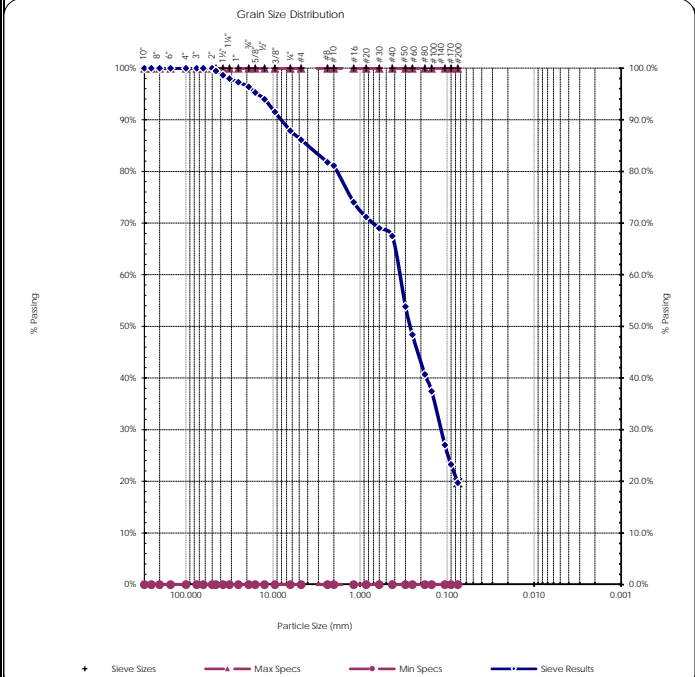
Reviewed by:

Alex Eifrig

Alex E. Environmental • Geotechnical Engineering • Special Inspection • Non-Destructive Testing • Materials Testing
Burlington | Olympia | Bellingham | Silverdale | Tukwila
360.755.1990
www.mtc-inc.net




Sieve Report

Project: Q.C. - Ruth Haines Roadway Design - 210643 Project #: 22B020-02 Client: Aspect Consulting, LLC. Source: APIT-01, S2 @ 4.0 ft Sample#: B22-0257		Date Received: 18-Mar-22 Sampled By: Client Date Tested: 22-Mar-22 Tested By: K. Mendez		Unified Soil Classification System, ASTM-2487 SM, Silty Sand Sample Color: brown		 Certificate #: 1366.01			
ASTM D2216, ASTM D2419, ASTM D4318, ASTM D5281									
Specifications No Specs		Sample Meets Specs ? N/A		$D_{(5)} = 0.019$ mm $D_{(10)} = 0.038$ mm $D_{(15)} = 0.057$ mm $D_{(30)} = 0.118$ mm $D_{(50)} = 0.265$ mm $D_{(60)} = 0.356$ mm $D_{(90)} = 8.173$ mm Dust Ratio = 19/65		$\% \text{ Gravel} = 13.9\%$ $\% \text{ Sand} = 66.4\%$ $\% \text{ Silt \& Clay} = 19.7\%$ Liquid Limit = n/a Plasticity Index = n/a Sand Equivalent = n/a Fracture %, 1 Face = n/a Fracture %, 2+ Faces = n/a		Coeff. of Curvature, $C_c = 1.04$ Coeff. of Uniformity, $C_u = 9.37$ Fineness Modulus = 2.10 Plastic Limit = n/a Moisture %, as sampled = 12.9% Req'd Sand Equivalent = Req'd Fracture %, 1 Face = Req'd Fracture %, 2+ Faces =	
ASTM C136, ASTM D6913, ASTM C117, ASTM D1140									
Sieve Size US Metric		Actual Cumulative Percent Passing	Interpolated Cumulative Percent Passing	Specs Max	Specs Min				
12.00"	300.00		100%	100.0%	0.0%				
10.00"	250.00		100%	100.0%	0.0%				
8.00"	200.00		100%	100.0%	0.0%				
6.00"	150.00		100%	100.0%	0.0%				
4.00"	100.00		100%	100.0%	0.0%				
3.00"	75.00		100%	100.0%	0.0%				
2.50"	63.00		100%	100.0%	0.0%				
2.00"	50.00	100%	100%	100.0%	0.0%				
1.75"	45.00		99%	100.0%	0.0%				
1.50"	37.50		99%	100.0%	0.0%				
1.25"	31.50		98%	100.0%	0.0%				
1.00"	25.00	97%	97%	100.0%	0.0%				
3/4"	19.00	96%	96%	100.0%	0.0%				
5/8"	16.00		95%	100.0%	0.0%				
1/2"	12.50	94%	94%	100.0%	0.0%				
3/8"	9.50	91%	91%	100.0%	0.0%				
1/4"	6.30		88%	100.0%	0.0%				
#4	4.75	86%	86%	100.0%	0.0%				
#8	2.36		82%	100.0%	0.0%				
#10	2.00	81%	81%	100.0%	0.0%				
#16	1.18		74%	100.0%	0.0%				
#20	0.850		71%	100.0%	0.0%				
#30	0.600		69%	100.0%	0.0%				
#40	0.425	68%	68%	100.0%	0.0%				
#50	0.300		54%	100.0%	0.0%				
#60	0.250		48%	100.0%	0.0%				
#80	0.180		41%	100.0%	0.0%				
#100	0.150	37%	37%	100.0%	0.0%				
#140	0.106		27%	100.0%	0.0%				
#170	0.090		23%	100.0%	0.0%				
#200	0.075	19.7%	19.7%	100.0%	0.0%				

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All results apply only to actual locations and materials tested. As a mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statements, conclusions or extracts from or regarding our reports is reserved pending our written approval.

Comments:

Reviewed by: 
Alex Eifrig



soiltest
farm consultants, inc.

2925 Driggs Dr., Moses Lake, Wa 98837 • www.soiltestlab.com
Office: (509)765-1622 • Fax: (509)765-0314 • (800)764-1622



MATERIALS TESTING

777 CHRYSLER DR

Burlington , WA 98233

Laboratory #: S22-03120

Date Received: 3/22/2022

Grower: PROJ 22B0202-02 RUTH HAI

Field: B22-0257 APIT-01 S2 AT 4FT

Sampled By:

Customer Account #:

Customer Sample ID:

Soil Test Results

Cation Exchange	CEC	meq/100g	3.8
-----------------	-----	----------	-----

pH 1:1

E.C. 1:1 m.mhos/cm

Est Sat Paste E.C. m.mhos/cm

Effervescence

Lbs/Acre

Ammonium - N mg/kg

Organic Matter W.B. %


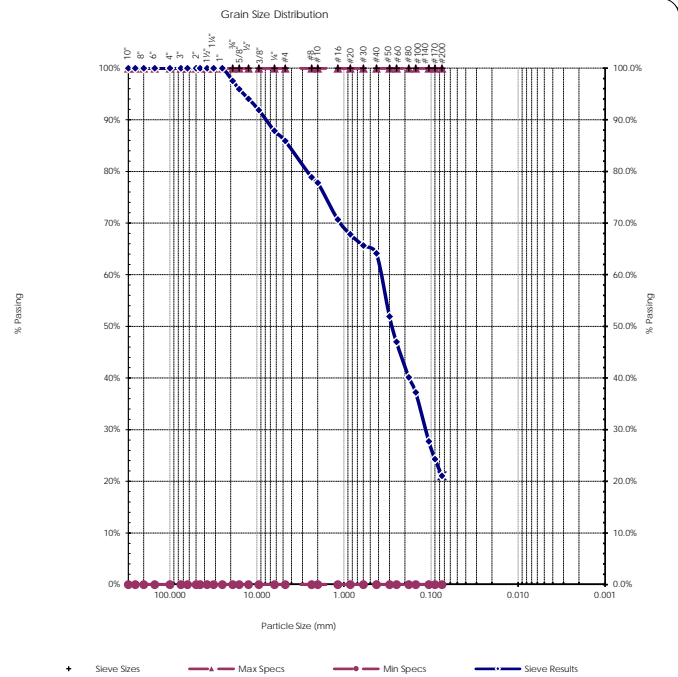
ENR:

Other Tests:

We make every effort to provide an accurate analysis of your sample. For reasonable cause we will repeat tests, but because of factors beyond our control in sampling procedures and the inherent variability of soil, our liability is limited to the price of the tests. Recommendations are to be used as general guides and should be modified for specific field conditions and situations. Note: "u" indicates that the element was analyzed for but not detected

This is your Invoice #: S22-03120 Account #: 234500 Reviewed by: K. Bair, PhD

Sieve Report

Project: Q.C. - Ruth Haines Roadway Design - 210643 Project #: 22B020-02 Client: Aspect Consulting, LLC. Source: ATP-02, S2 @ 4.5 ft Sample#: B22-0258		Date Received: 18-Mar-22 Sampled By: Client Date Tested: 22-Mar-22 Tested By: K. Mendez		Unified Soil Classification System, ASTM-2487 SM, Silty Sand Sample Color: brown		 ACCREDITED Certificate #: 1366.01																									
ASTM D2216, ASTM D2419, ASTM D4318, ASTM D5281																															
Specifications No Specs Sample Meets Specs ? N/A				<table style="width:100%; font-size: small;"> <tr> <td>D₍₅₎ = 0.018 mm</td> <td>% Gravel = 14.1%</td> <td>Coeff. of Curvature, C_c = 1.00</td> </tr> <tr> <td>D₍₁₀₎ = 0.036 mm</td> <td>% Sand = 64.9%</td> <td>Coeff. of Uniformity, C_u = 10.75</td> </tr> <tr> <td>D₍₁₅₎ = 0.053 mm</td> <td>% Silt & Clay = 21.1%</td> <td>Fineness Modulus = 2.20</td> </tr> <tr> <td>D₍₃₀₎ = 0.117 mm</td> <td>Liquid Limit = n/a</td> <td>Plastic Limit = n/a</td> </tr> <tr> <td>D₍₅₀₎ = 0.281 mm</td> <td>Plasticity Index = n/a</td> <td>Moisture %, as sampled = 17.2%</td> </tr> <tr> <td>D₍₆₀₎ = 0.383 mm</td> <td>Sand Equivalent = n/a</td> <td>Req'd Sand Equivalent =</td> </tr> <tr> <td>D₍₉₀₎ = 8.010 mm</td> <td>Fracture %, 1 Face = n/a</td> <td>Req'd Fracture %, 1 Face =</td> </tr> <tr> <td>Dust Ratio = 22/67</td> <td>Fracture %, 2+ Faces = n/a</td> <td>Req'd Fracture %, 2+ Faces =</td> </tr> </table>				D ₍₅₎ = 0.018 mm	% Gravel = 14.1%	Coeff. of Curvature, C _c = 1.00	D ₍₁₀₎ = 0.036 mm	% Sand = 64.9%	Coeff. of Uniformity, C _u = 10.75	D ₍₁₅₎ = 0.053 mm	% Silt & Clay = 21.1%	Fineness Modulus = 2.20	D ₍₃₀₎ = 0.117 mm	Liquid Limit = n/a	Plastic Limit = n/a	D ₍₅₀₎ = 0.281 mm	Plasticity Index = n/a	Moisture %, as sampled = 17.2%	D ₍₆₀₎ = 0.383 mm	Sand Equivalent = n/a	Req'd Sand Equivalent =	D ₍₉₀₎ = 8.010 mm	Fracture %, 1 Face = n/a	Req'd Fracture %, 1 Face =	Dust Ratio = 22/67	Fracture %, 2+ Faces = n/a	Req'd Fracture %, 2+ Faces =
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#4	4.75	86%	86%	100.0%	0.0%																										
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#10	2.00	78%	78%	100.0%	0.0%																										
#16	1.18		71%	100.0%	0.0%																										
#20	0.850		68%	100.0%	0.0%																										
#30	0.600		66%	100.0%	0.0%																										
#40	0.425	64%	64%	100.0%	0.0%																										
#50	0.300		52%	100.0%	0.0%																										
#60	0.250		47%	100.0%	0.0%																										
#80	0.180		40%	100.0%	0.0%																										
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#140	0.106		28%	100.0%	0.0%																										
#170	0.090		24%	100.0%	0.0%																										
#200	0.075	21.1%	21.1%	100.0%	0.0%																										


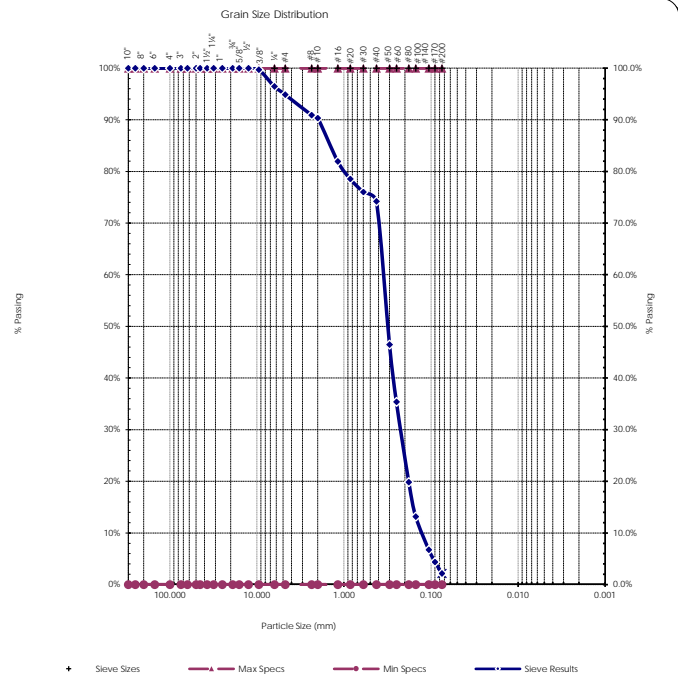
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Comments:

Reviewed by:

Alex Eifrig

Sieve Report

Project: Q.C. - Ruth Haines Roadway Design - 210643 Project #: 22B020-02 Client: Aspect Consulting, LLC. Source: APIT-02, S2 @ 4.0 ft Sample#: B22-0259		Date Received: 18-Mar-22 Sampled By: Client Date Tested: 22-Mar-22 Tested By: K. Mendez		Unified Soil Classification System, ASTM-2487 SP, Poorly graded Sand Sample Color: gray-brown																											
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Specifications No Specs Sample Meets Specs ? N/A				<table style="width:100%; font-size: small;"> <tr> <td>D₍₅₎ = 0.094 mm</td> <td>% Gravel = 5.1%</td> <td>Coeff. of Curvature, C_c = 1.10</td> </tr> <tr> <td>D₍₁₀₎ = 0.128 mm</td> <td>% Sand = 92.7%</td> <td>Coeff. of Uniformity, C_u = 2.81</td> </tr> <tr> <td>D₍₁₅₎ = 0.158 mm</td> <td>% Silt & Clay = 2.2%</td> <td>Fineness Modulus = 1.97</td> </tr> <tr> <td>D₍₃₀₎ = 0.226 mm</td> <td>Liquid Limit = n/a</td> <td>Plastic Limit = n/a</td> </tr> <tr> <td>D₍₅₀₎ = 0.316 mm</td> <td>Plasticity Index = n/a</td> <td>Moisture %, as sampled = 5.4%</td> </tr> <tr> <td>D₍₆₀₎ = 0.361 mm</td> <td>Sand Equivalent = n/a</td> <td>Req'd Sand Equivalent =</td> </tr> <tr> <td>D₍₉₀₎ = 1.969 mm</td> <td>Fracture %, 1 Face = n/a</td> <td>Req'd Fracture %, 1 Face =</td> </tr> <tr> <td>Dust Ratio = 1/34</td> <td>Fracture %, 2+ Faces = n/a</td> <td>Req'd Fracture %, 2+ Faces =</td> </tr> </table>				D ₍₅₎ = 0.094 mm	% Gravel = 5.1%	Coeff. of Curvature, C _c = 1.10	D ₍₁₀₎ = 0.128 mm	% Sand = 92.7%	Coeff. of Uniformity, C _u = 2.81	D ₍₁₅₎ = 0.158 mm	% Silt & Clay = 2.2%	Fineness Modulus = 1.97	D ₍₃₀₎ = 0.226 mm	Liquid Limit = n/a	Plastic Limit = n/a	D ₍₅₀₎ = 0.316 mm	Plasticity Index = n/a	Moisture %, as sampled = 5.4%	D ₍₆₀₎ = 0.361 mm	Sand Equivalent = n/a	Req'd Sand Equivalent =	D ₍₉₀₎ = 1.969 mm	Fracture %, 1 Face = n/a	Req'd Fracture %, 1 Face =	Dust Ratio = 1/34	Fracture %, 2+ Faces = n/a	Req'd Fracture %, 2+ Faces =
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#10	2.00	90%	90%	100.0%	0.0%																										
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All results apply only to actual locations and materials tested. As a mutual protection to clients, the public and ourselves, all reports are submitted as the confidential property of clients, and authorization for publication of statements, conclusions or extracts from or regarding our reports is reserved pending our written approval.

Comments:

Reviewed by:

Alex Eifrig



soiltest
farm consultants, inc.

2925 Driggs Dr., Moses Lake, Wa 98837 • www.soiltestlab.com
Office: (509)765-1622 • Fax: (509)765-0314 • (800)764-1622



MATERIALS TESTING

777 CHRYSLER DR

Burlington, WA 98233

Laboratory #: S22-03121

Date Received: 3/22/2022

Grower: PROJ 22B0202-02 RUTH HAI

Field: B22-0259 APIT-02 S2 AT 4FT

Sampled By:

Customer Account #:

Customer Sample ID:

Soil Test Results

Cation Exchange	CEC	meq/100g	2.0
-----------------	-----	----------	-----

pH 1:1

E.C. 1:1 m.mhos/cm

Est Sat Paste E.C. m.mhos/cm

Effervescence

Lbs/Acre

Ammonium - N mg/kg

Organic Matter W.B. %

ENR:

Other Tests:

We make every effort to provide an accurate analysis of your sample. For reasonable cause we will repeat tests, but because of factors beyond our control in sampling procedures and the inherent variability of soil, our liability is limited to the price of the tests. Recommendations are to be used as general guides and should be modified for specific field conditions and situations. Note: "u" indicates that the element was analyzed for but not detected

This is your Invoice #: S22-03121 Account #: 234500 Reviewed by: K. Bair, PhD

APPENDIX C

Pilot Infiltration Test Results

C. Pilot Infiltration Testing

On March 10 and 11, 2022, Aspect completed two pilot infiltration tests (PITs) at the locations shown of Figure 2. The following methods for small-scale PITs are described in the *Stormwater Management Manual for Western Washington* (SWMMWW) as amended in 2014 (Ecology, 2014) and the Kitsap County Stormwater Design Manual (County, 2021a). The purpose of the PITs was to evaluate infiltration feasibility and infiltration rates for proposed construction of the new Ruth Haines Road roadway.

C.1 Methodology

Two pits measuring approximately 5 feet wide by 5 feet long (APIT-01 and APIT-02) were excavated to approximately 4 feet bgs. Water was supplied from a fire hydrant and/or a spigot located at the Site and was gravity discharged into the pits via a 3-inch-diameter fire hose and a 1-inch-diameter garden hose. A digital pressure transducer (Van Essen TD-Divers Model D1802) was placed within the base of the pits to record the depth of water at 5-minute intervals for the duration of the test.

At the start of the test in ATP-01, water was discharged into the pit until the pit was able to maintain a constant head of approximately 19 inches of water. Due to the low infiltration rate, water was only discharged into the pit once and the infiltration rate monitored for the 6-hour pre-soak period. A typical small-scale PIT follows the pre-soak period with a 1-hour constant head test and concludes with a falling head test until the water is drained from the pit. Due to the low infiltration rate during the pre-soak period, there was no practical flowrate to allow for discharge of water into the pit through the hose. It was determined that the constant head test be adjusted to a falling head test to measure the rate of infiltration over a 1-hour period.

At the start of the test in ATP-02, water was discharged into the pit until a head of approximately 18 inches of water was reached. Water was discharged into the pit three more times over the 6-hour pre-soak period to maintain a head between 16 to 18 inches. The pre-soak period was followed with a 1-hour constant head test, followed by a 2-hour falling head test.

Upon completion of the infiltration tests on the following day, the pits were excavated to depths of 5 to 6 feet bgs to explore the infiltration soils and underlying conditions. We did not encounter free water underlying the infiltration depth. The test pit was backfilled with excavated soils and tamped into place with the excavator bucket.

C.2 Results

Infiltration test data are shown on the hydrographs in this appendix (Figures C-1 and C-2). Initial infiltration rates ($K_{sat\text{initial}}$) for APIT-01 and APIT-02 were calculated as 0.12 inches per hour (in/hr) and 3.36 in/hr, respectively, using the falling head test. To calculate infiltration rate with this method, the change in volume of water infiltrating into

the pit over the test duration was measured and divided by the area of the bottom of each pit.

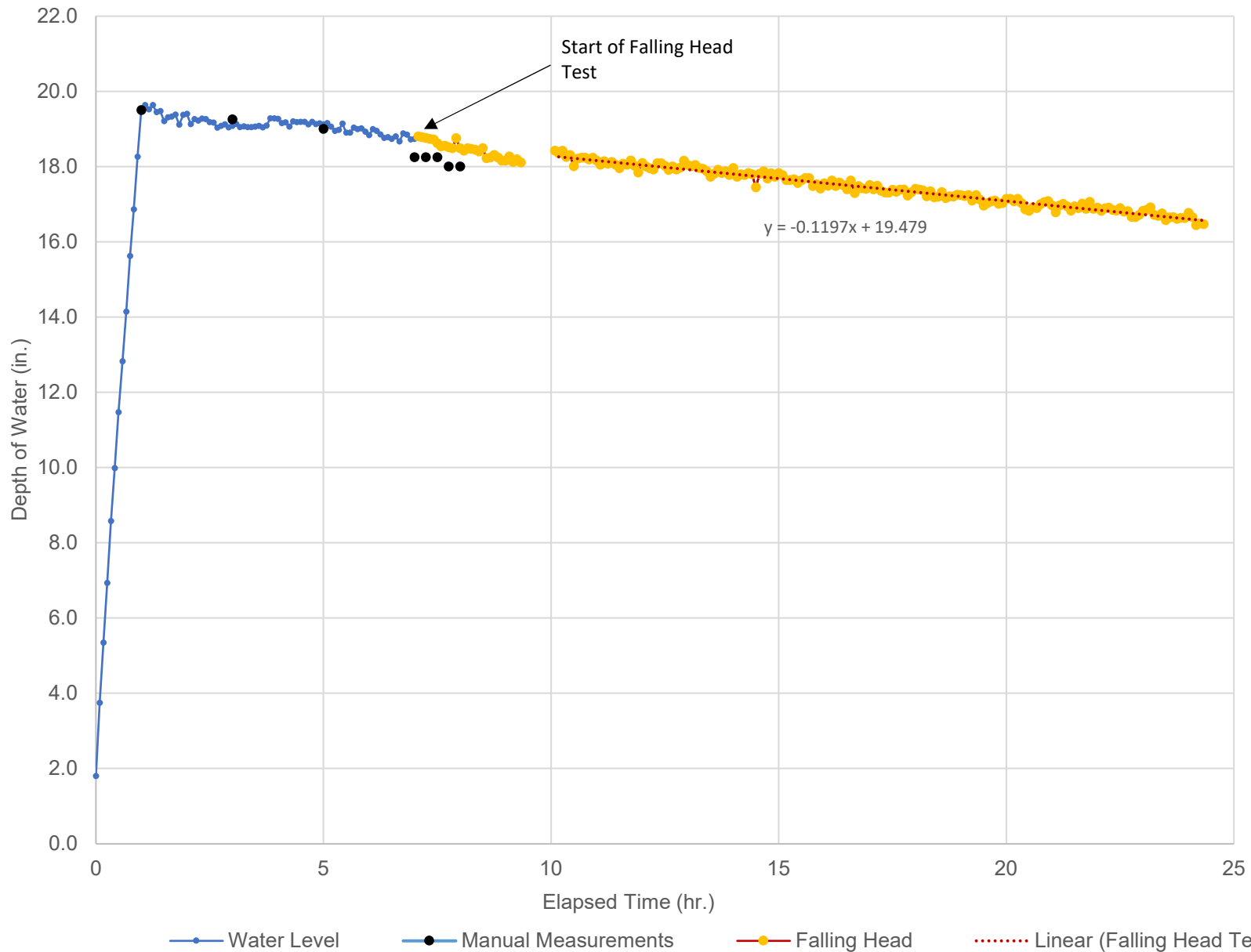
Aspect calculated the design infiltration rate ($K_{sat\text{design}}$) using the simplified approach from the SWMMWW (Ecology, 2014), the Kitsap County Stormwater Design Manual (County, 2021), and the $K_{sat\text{initial}}$ from the small-scale pilot infiltration tests. The design infiltration rate is determined by adjusting the initial infiltration rate using appropriate correction factors for Site variability and number of locations tested (CF_v), uncertainty of test method (CF_t), and degree of influent control to prevent siltation and bio-buildup (CF_m). The total correction factor (CFT) applied to the initial infiltration rate is calculated by multiplying the three correction factors. To determine $K_{sat\text{design}}$, $K_{sat\text{initial}}$ is multiplied by the CFT. The correction factors and infiltration rates used for APIT-01 and APIT-02 are provided in Table C-1.

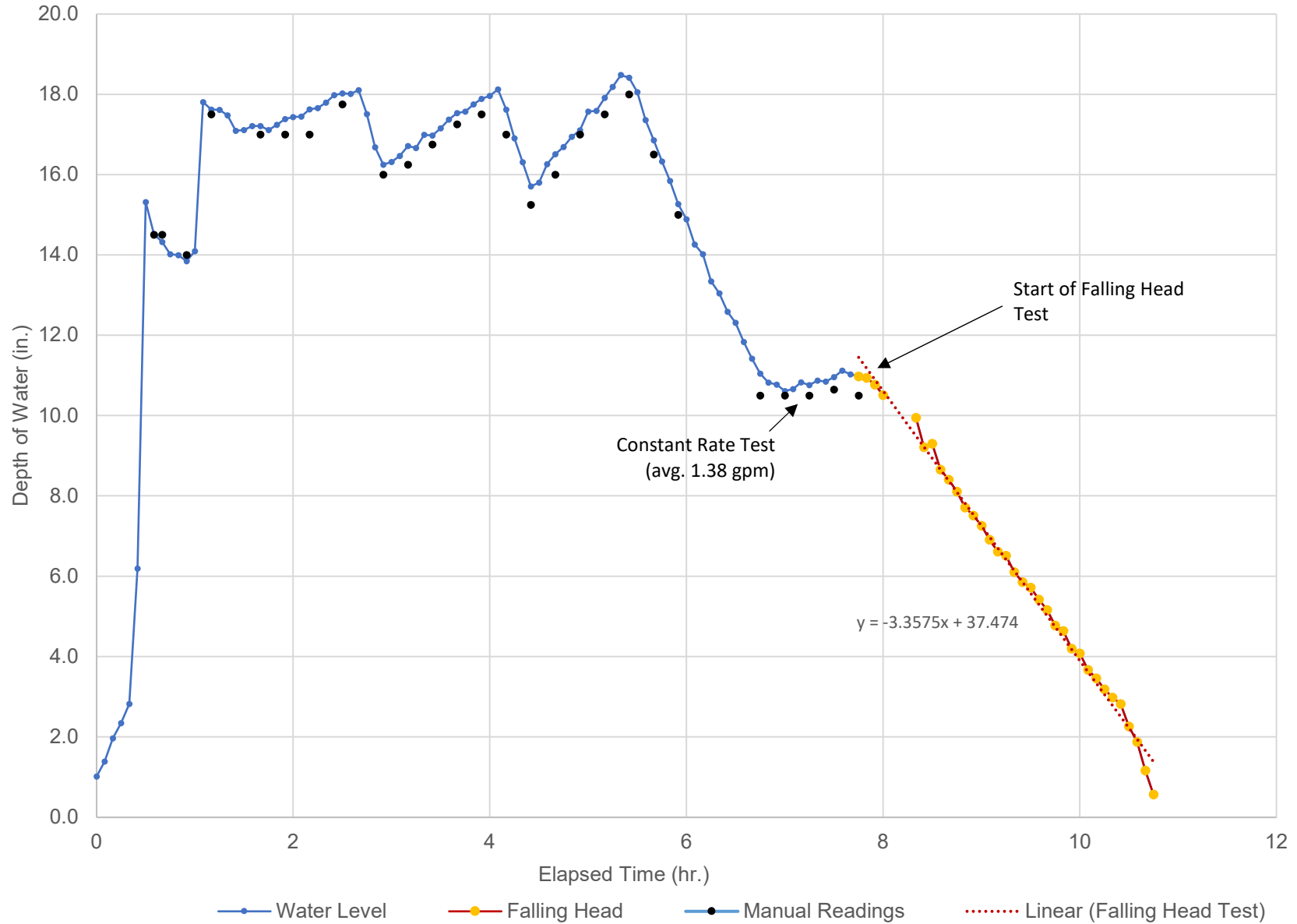
Table C-1. Correction Factors to be Used with In-Situ Saturated Hydraulic Conductivity Measurements to Estimate Design Rates

Parameter	APIT-01 Value	APIT-02 Value
Site variability and number of locations tested (CF_v)	0.8	0.5
Uncertainty of test method (CF_t) for small-scale PITs	0.5	0.5
Degree of influent control to prevent siltation and bio-buildup (CF_m)	0.9	0.9
Total Correction Factor ($CFT = CF_v \times CF_t \times CF_m$)	0.36	0.23
Initial infiltration rate ($K_{sat\text{initial}}$)	0.12 in/hr	3.36 in/hr
Design infiltration Rate ($K_{sat\text{design}} = K_{sat\text{initial}} \times CFT$)	0.04 in/hr	0.76 in/hr

CF_t and CF_m values are fixed based on SWMMWW recommendations. CF_v values may range from 0.33 to 1.0 depending on the level of uncertainty that adverse subsurface conditions may occur (Ecology, 2014). A high CF_v was selected for APIT-01 because the $K_{sat\text{initial}}$ value is within the range of observed infiltration rates from previous Site studies (Pertee, 2017) so we are relatively certain of its accuracy. A lower CF_v value was selected for APIT-02 because the level of uncertainty with the $K_{sat\text{initial}}$ value is high. We consider higher $K_{sat\text{initial}}$ value to be anomalous to the Site, as it appears to be a limited area.

We recommend assuming that the Site is entirely underlain by Vashon glacial till with an infiltration rate of 0.04 in/hr. It is our opinion that the infiltration from APIT-02, which is still quite low, is anomalous.





APPENDIX D

Report Limitations and Guidelines for Use

REPORT LIMITATIONS AND GUIDELINES FOR USE

Geoscience is Not Exact

The geoscience practices (geotechnical engineering, geology, and environmental science) are far less exact than other engineering and natural science disciplines. It is important to recognize this limitation in evaluating the content of the report. If you are unclear how these "Report Limitations and Guidelines for Use" apply to your project or property, you should contact Aspect Consulting, LLC (Aspect).

This Report and Project-Specific Factors

Aspect's services are designed to meet the specific needs of our clients. Aspect has performed the services in general accordance with our agreement (the Agreement) with the Client (defined under the Limitations section of this project's work product). This report has been prepared for the exclusive use of the Client. This report should not be applied for any purpose or project except the purpose described in the Agreement.

Aspect considered many unique, project-specific factors when establishing the Scope of Work for this project and report. You should not rely on this report if it was:

- Not prepared for you;
- Not prepared for the specific purpose identified in the Agreement;
- Not prepared for the specific subject property assessed; or
- Completed before important changes occurred concerning the subject property, project, or governmental regulatory actions.

If changes are made to the project or subject property after the date of this report, Aspect should be retained to assess the impact of the changes with respect to the conclusions contained in the report.

Reliance Conditions for Third Parties

This report was prepared for the exclusive use of the Client. No other party may rely on the product of our services unless we agree in advance to such reliance in writing. This is to provide our firm with reasonable protection against liability claims by third parties with whom there would otherwise be no contractual limitations. Within the limitations of scope, schedule, and budget, our services have been executed in accordance with our Agreement with the Client and recognized geoscience practices in the same locality and involving similar conditions at the time this report was prepared.

Property Conditions Change Over Time

This report is based on conditions that existed at the time the study was performed. The findings and conclusions of this report may be affected by the passage of time, by events such as a change in property use or occupancy, or by natural events, such as floods,

earthquakes, slope instability, or groundwater fluctuations. If any of the described events may have occurred following the issuance of the report, you should contact Aspect so that we may evaluate whether changed conditions affect the continued reliability or applicability of our conclusions and recommendations.

Geotechnical, Geologic, and Environmental Reports Are Not Interchangeable

The equipment, techniques, and personnel used to perform a geotechnical or geologic study differ significantly from those used to perform an environmental study and vice versa. For that reason, a geotechnical engineering or geologic report does not usually address any environmental findings, conclusions, or recommendations (e.g., about the likelihood of encountering underground storage tanks or regulated contaminants). Similarly, environmental reports are not used to address geotechnical or geologic concerns regarding the subject property.

We appreciate the opportunity to perform these services. If you have any questions please contact the Aspect Project Manager for this project.

APPENDIX B

SWPPP REPORT

Construction Stormwater General Permit (CSWGP)

Stormwater Pollution Prevention Plan (SWPPP)

for
Ruth Haines Roadway Design

Prepared for:
Department of Ecology
Northwest Region

Permittee / Owner	Developer	Operator / Contractor
Kitsap Transit 60 Washington Ave #200 Bremerton, WA 98337	Kitsap Transit 60 Washington Ave #200 Bremerton, WA 98337	Kitsap Transit 60 Washington Ave #200 Bremerton, WA 98337

Certified Erosion and Sediment Control Lead (CESCL)

Name	Organization	Contact Phone Number
TBD	TBD	TBD

SWPPP Prepared By

Name	Organization	Contact Phone Number
Sam Wilson	LDC, Inc.	(425) 806-1869

SWPPP Preparation Date

October 2022

Project Construction Dates

Activity / Phase	Start Date	End Date
	May 2023	September 2023

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List of Acronyms and Abbreviations

Acronym / Abbreviation	Explanation
303(d)	Section of the Clean Water Act pertaining to Impaired Waterbodies
BFO	Bellingham Field Office of the Department of Ecology
BMP(s)	Best Management Practice(s)
CESCL	Certified Erosion and Sediment Control Lead
CO₂	Carbon Dioxide
CRO	Central Regional Office of the Department of Ecology
CSWGP	Construction Stormwater General Permit
CWA	Clean Water Act
DMR	Discharge Monitoring Report
DO	Dissolved Oxygen
Ecology	Washington State Department of Ecology
EPA	United States Environmental Protection Agency
ERO	Eastern Regional Office of the Department of Ecology
ERTS	Environmental Report Tracking System
ESC	Erosion and Sediment Control
GULD	General Use Level Designation
NPDES	National Pollutant Discharge Elimination System
NTU	Nephelometric Turbidity Units
NWRO	Northwest Regional Office of the Department of Ecology
pH	Power of Hydrogen
RCW	Revised Code of Washington
SPCC	Spill Prevention, Control, and Countermeasure
su	Standard Units
SWMMEW	Stormwater Management Manual for Eastern Washington
SWMMWW	Stormwater Management Manual for Western Washington
SWPPP	Stormwater Pollution Prevention Plan
TESC	Temporary Erosion and Sediment Control
SWRO	Southwest Regional Office of the Department of Ecology
TMDL	Total Maximum Daily Load
VFO	Vancouver Field Office of the Department of Ecology
WAC	Washington Administrative Code
WSDOT	Washington Department of Transportation
WWHM	Western Washington Hydrology Model

Project Information (1.0)

Project/Site Name: Ruth Haines Road Roadway Design

Location: Parcels 102601-1-004-2007 & 102601-1-019-2000

Between Vetter Rd NW & Viking Ave NW

City: Poulsbo State: WA Zip code: 98370

Subdivision: N/A

Existing Conditions (1.1)

Total acreage: 0.479

Disturbed acreage: 0.479

Existing structures: None

Landscape topography: Existing site slopes are generally flat throughout the area to be developed.

Drainage patterns: Flows on the existing site generally flow towards the center of the site where they are collected by an existing culvert. An upstream bioretention pond overflow also outfalls towards this culvert. Site runoff flows south in the existing onsite conveyance system and discharges into shallow ravine along the southern boundary line of the site. Ravine continues flows south where it eventually drains into Dogfish Creek. Dogfish Creek outfalls to the Puget Sound

Existing Vegetation: The project site currently serves as a drainage swale/planter area, and is generally maintained as landscaped area.

Critical Areas (wetlands, streams, high erosion risk, steep or difficult to stabilize slopes): Kitsap County Critical Areas Mapping indicates an existing wetland which lies offsite, within the downstream flowpath. Proposed site flows will be mitigated/treated prior to release. As such, no adverse impacts to the existing wetland are anticipated.

List of known impairments for 303(d) listed or Total Maximum Daily Load (TMDL) for the receiving waterbody: Washington State Department of Ecology's Water Quality Assessment for Washington contains two Category 5 listings for Dogfish Creek (Dissolved Oxygen and Temperature), to which onsite runoff discharges.

Table 1 includes a list of suspected and/or known contaminants associated with the construction activity.

Table 1 – Summary of Site Pollutant Constituents

Constituent (Pollutant)	Location	Depth	Concentration

Proposed Construction Activities (1.2)

Description of site development (example: subdivision):

The Ruth Haines Roadway Design project proposes the development of approximately 400 LF of road to connect Vetter Rd NW to Viking Ave NW in Poulsbo, WA. The road is proposed to have storm water infrastructure installed but no other major utilities. Additionally, a portion of Vetter Rd adjacent to and north of the site will be widened to 22' feet to meet City standards. Both these areas are developed in the existing condition and are contained within a single Threshold Discharge Area (TDA). Runoff associated with the Ruth Haines extension and minor upstream run-on areas will be fully treated and partially infiltrated by means of a bioretention swale, prior to detention. A Stormbrixx detention facility will detain and provide partial flow control mitigation for all non-infiltrated flows prior to release.

Total disturbance associated with proposed road improvements is estimated at 20,883 sf (0.479 AC), including a total of 15,311 sf (0.35 AC) of new/replaced hard surface areas. All existing vegetation will be cleared within the clearing limits, and any conflicting structures will be demolished as part of the development.

Description of construction activities (example: site preparation, demolition, excavation):

Construction activities include site preparation, demolition, excavation and grading, stormwater utility installation, and construction of new roadway and pedestrian facilities.

Description of site drainage including flow from and onto adjacent properties. Must be consistent with Site Map in Appendix A:

Flows on the existing site generally flow towards the center of the site where they are collected by an existing culvert. An upstream bioretention pond overflow also outfalls towards this culvert. Site runoff flows south in the existing onsite conveyance system and discharges into shallow ravine along the southern boundary line of the site. Ravine continues flows south where it eventually drains into Dogfish Creek. Dogfish Creek outfalls to the Puget Sound.

In the developed condition, A new bioretention swale located along the downslope edge of the new roadway will provide limited infiltration of stormwater runoff, while flows in exceedance of the available infiltration capacity will be captured and routed through a perforated underdrain system to a Stormbrixx detention facility located beneath the new sidewalk area.

Description of final stabilization (example: extent of revegetation, paving, landscaping):

Final stabilization of the site will be conducted using BMPs listed in section 2.0 of this report. All landscaped areas will be underlain with BMP T5.13 soil mixtures in the developed condition.

Contaminated Site Information:

Proposed activities regarding contaminated soils or groundwater (example: on-site treatment system, authorized sanitary sewer discharge):

No contaminated groundwater sources and/or soils have been identified. Potential sources of pollution due to proposed construction activities will be addressed as specified under Elements #1-13

Construction Stormwater Best Management Practices (BMPs) (2.0)

The SWPPP is a living document reflecting current conditions and changes throughout the life of the project. These changes may be informal (i.e. hand-written notes and deletions). Update the SWPPP when the CESCL has noted a deficiency in BMPs or deviation from original design.

The 12 Elements (2.1)

Element 1: Mark Clearing Limits (1.2.1)

To protect adjacent properties and to reduce the area of soil exposed to construction, the limits of construction will be clearly marked before land-disturbing activities begin. Trees that are to be preserved, as well as all sensitive areas and their buffers, shall be clearly delineated, both in the field and on the plans. In general, natural vegetation and native topsoil shall be retained in an undisturbed state to the maximum extent possible. The BMPs relevant to marking the clearing limits that will be applied for this project include:

- High Visibility Plastic or Metal Fence (BMP C103)
- Silt Fence (BMP C233)

Clearing limits shall be marked in the initial stages of construction in order to establish the correct boundary for clearing and grubbing. Alternate BMPs for marking clearing limits are included in Appendix B as a quick reference tool for the onsite inspector in the event the BMP(s) listed above are deemed ineffective or inappropriate during construction to satisfy the requirements set forth in the General NPDES Permit (Appendix D). To avoid potential erosion and sediment control issues that may cause a violation(s) of the NPDES Construction Stormwater permit (as provided in Appendix D), the Certified Erosion and Sediment Control Lead will promptly initiate the implementation of one or more of the alternative BMPs listed in Appendix B after the first sign that existing BMPs are ineffective or failing.

Element 2: Establish Construction Access (2.1.2)

Construction access or activities occurring on unpaved areas shall be minimized, yet where necessary, access points shall be stabilized to minimize the tracking of sediment onto public roads, and wheel washing, street sweeping, and street cleaning shall be employed to prevent sediment from entering state waters. All wash wastewater shall be controlled on site. Existing paved roadway areas providing access to the southerly adjacent transit facility from Viking Ave NW and Vetter Road NW will be utilized for construction access. Gravel construction entrance(s), if necessary, may be constructed from the edge of existing access roads to provide access to the project site. The specific BMPs related to establishing construction access that will be used on this project include:

- Stabilized Construction Entrance (BMP C105)

The construction access road shall be established in the initial stages of construction concurrent with the clearing limits in order to minimize vehicles tracking sediment off-site. Street sweeping, cleaning, or wheel wash/tire baths may be necessary if the stabilized construction access is not effective. All wheel wash wastewater shall be controlled on-site and cannot be discharged into waters of the State. Alternate construction access BMPs are included in Appendix B as a quick reference tool for the onsite inspector in the event the BMP(s) listed above are deemed ineffective or inappropriate during construction to satisfy the requirements set forth in the General NPDES Permit (Appendix D). To avoid potential erosion and sediment control issues that may cause a violation(s) of the NPDES Construction Stormwater permit (as provided in Appendix D), the Certified Erosion and Sediment Control Lead will promptly initiate the implementation of one or more of the alternative BMPs listed in Appendix B after the first sign that existing BMPs are ineffective or failing.

Element 3: Control Flow Rates (2.1.3)

The project is located west of the Cascade Mountain Crest. As such, the project must comply with Minimum Requirement 7 (Ecology 2012).

Construction flow rates are expected to be minimal, and will be controlled using primarily silt fencing at project margins until the site is stabilized and permanent detention facilities have been constructed. The specific BMPs to be used for controlling flow rates on this project include:

- Silt Fence (BMP C233)

TESC measures shall be implemented in the initial stages of construction once clearing limits are established and construction entrances are installed. The construction of stormwater retention or detention facilities must be done as one of the first steps in grading in order to control flow rates of stormwater runoff. The detention facilities shall be inspected in order to assure they are functioning properly before constructing site improvements. In general, discharge rates of stormwater from the site will be controlled where increases in impervious area or soil compaction during construction could lead to downstream erosion, or where necessary to meet local agency stormwater discharge requirements (e.g. discharge to combined sewer systems).

Element 4: Install Sediment Controls (2.1.4)

All stormwater runoff from disturbed areas shall pass through an appropriate sediment removal BMP before leaving the construction site or prior to being discharged to an infiltration facility. The specific BMPs to be used for controlling sediment on this project include:

- Storm Drain Inlet Protection (BMP C220)
- Silt Fence (BMP C233)
- Check Dams (BMP C207)

Storm drain inlet protection shall be installed in the initial stages of construction before establishing construction entrances in order to minimize sediment discharges from the site. Sediment control BMPs must be functional before other land disturbing activities take place. Stormwater runoff shall be directed from disturbed areas through a sediment pond before runoff leaves the construction site. Alternate sediment control BMPs are included in Appendix B as a quick reference tool for the onsite inspector in the event the BMP(s) listed above are deemed ineffective or inappropriate during construction to satisfy the requirements set forth in the General NPDES Permit (Appendix D). To avoid potential erosion and sediment control issues that may cause a violation(s) of the NPDES Construction Stormwater permit (as provided in Appendix D), the Certified Erosion and Sediment Control Lead will promptly initiate the implementation of one or more of the alternative BMPs listed in Appendix B after the first sign that existing BMPs are ineffective or failing.

In addition, sediment will be removed from paved areas in and adjacent to construction work areas manually or using mechanical sweepers, as needed, to minimize tracking of sediments on vehicle tires away from the site and to minimize washoff of sediments from adjacent streets in runoff.

In some cases, sediment discharge in concentrated runoff can be controlled using permanent stormwater BMPs (e.g., infiltration swales, ponds, trenches). Sediment loads can limit the effectiveness of some permanent stormwater BMPs, such as those used for infiltration or biofiltration; however, those BMPs designed to remove solids by settling (wet ponds or detention ponds) can be used during the construction phase. When permanent stormwater BMPs will be used to control sediment discharge during construction, the structure will be protected from excessive sedimentation with adequate erosion and sediment control BMPs. Any accumulated sediment shall be removed after construction is complete and the permanent stormwater BMP will be restabilized with vegetation per applicable design requirements once the remainder of the site has been stabilized.

Element 5: Stabilize Soils (2.1.5)

West of the Cascade Mountains Crest

Season	Dates	Number of Days Soils Can be Left Exposed
During the Dry Season	May 1 – September 30	7 days
During the Wet Season	October 1 – April 30	2 days

Soils must be stabilized at the end of the shift before a holiday or weekend if needed based on the weather forecast.

Anticipated Start date: May 2023 **Anticipated End date:** September 2023

Will you construct during the wet season?

TBD

Exposed and unworked soils shall be stabilized with the application of effective BMPs to prevent erosion throughout the life of the project. The specific BMPs for soil stabilization that shall be used on this project include:

- Temporary and Permanent Seeding (BMP C120)
- Plastic Covering (BMP C123)

The project site is located west of the Cascade Mountain Crest. As such, no soils shall remain exposed and unworked for more than 7 days during the dry season (May 1 to September 30) and 2 days during the wet season (October 1 to April 30). Regardless of the time of year, all soils shall be stabilized at the end of the shift before a holiday or weekend if needed based on weather forecasts.

In general, cut and fill slopes will be stabilized as soon as possible and soil stockpiles will be temporarily covered with plastic sheeting. All stockpiled soils shall be stabilized from erosion, protected with sediment trapping measures, and where possible, be located away from storm drain inlets, waterways, and drainage channels.

Element 6: Protect Slopes (2.1.6)

Will steep slopes be present at the site during construction?

No

All cut and fill slopes will be designed, constructed, and protected in a manner that minimizes erosion. The following specific BMPs will be used to protect slopes for this project:

- Temporary and Permanent Seeding (BMP C120)
- Plastic Covering (BMP C123)

Erosion will be minimized by designing and constructing cut-and-fill slopes in a manner where continuous length of slope will be reduced with diversions and roughening slope surfaces. Stormwater runoff will be diverted away from slopes and disturbed areas with interceptor dikes, pipes, and swales. Check dams will be installed every 100' or 2' of elevation change along constructed channels in order to reduce flow velocity and erosion. Excavated material shall be placed on the uphill side of trenches, consistent with safety and space considerations.

Responsible Staff: Contractor

Element 7: Protect Drain Inlets (2.1.7)

All storm drain inlets and culverts made operable during construction shall be protected to prevent unfiltered or untreated water from entering the drainage conveyance system. However, the first priority is to keep all access roads clean of sediment and keep street wash water separate from entering storm drains until treatment can be provided. Inlet protection will be implemented for all drainage inlets and culverts that could potentially be impacted by sediment-laden runoff on and near the project site. The following inlet protection measures will be applied on this project:

- Storm Drain Inlet Protection (BMP C220)

Drain inlet protection shall be implemented in the initial stages of construction before the construction entrance is installed. Inlet protection devices shall be cleaned, removed, or replaced when sediment has filled the device by one third or as specified by the manufacturer. Inlets shall be inspected weekly at a minimum and daily during storm events. Sediments that enter the stormwater conveyance system shall be removed or filtered out by the temporary sediment pond. If the BMP options listed above are deemed ineffective or inappropriate during construction to satisfy the requirements set forth in the General NPDES Permit (Appendix D), or if no BMPs are listed above but deemed necessary during construction, the Certified Erosion and Sediment Control Lead shall implement one or more of the alternative BMP inlet protection options listed in Appendix B.

Element 8: Stabilize Channels and Outlets (2.1.8)

<p>Provide stabilization, including armoring material, adequate to prevent erosion of outlets, adjacent stream banks, slopes, and downstream reaches, will be installed at the outlets of all conveyance systems.</p>

Where site runoff is to be conveyed in channels, or discharged to a stream or some other natural drainage point, efforts will be taken to prevent downstream erosion. Temporary channels/concentrated outlets are not proposed as part of this project, as construction-period runoff is expected to be minimal.

If necessary, stormwater runoff will be diverted away from slopes and disturbed areas with interceptor dikes, pipes, and swales. Check dams will be installed every 100' or 2' of elevation change along constructed channels in order to reduce flow velocity and erosion. Excavated material shall be placed on the uphill side of trenches, consistent with safety and space considerations. Riprap pads shall be installed at the outlets of all conveyance systems in order to provide stabilization and adequate prevention of erosion to outlets, adjacent stream banks, slopes and downstream reaches.

Element 9: Control Pollutants (2.1.9)

The following pollutants are anticipated to be present on-site:

Table 2 – Pollutants

Pollutant (and source, if applicable)
Waste Materials
Concrete Work

All pollutants, including waste materials and demolition debris, that occur onsite shall be handled and disposed of in a manner that does not cause contamination of stormwater. Good housekeeping and preventative measures will be taken to ensure that the site will be kept clean, well-organized, and free of debris. If required, BMPs to be implemented to control specific sources of pollutants are discussed below.

Vehicles, construction equipment, and/or petroleum product storage/dispensing:

- All vehicles, equipment, and petroleum product storage/dispensing areas will be inspected regularly to detect any leaks or spills, and to identify maintenance needs to prevent leaks or spills.
- On-site fueling tanks and petroleum product storage containers shall include secondary containment.
- Spill prevention measures, such as drip pans, will be used when conducting maintenance and repair of vehicles or equipment.
- In order to perform emergency repairs on site, temporary plastic will be placed beneath and, if raining, over the vehicle.
- Contaminated surfaces shall be cleaned immediately following any discharge or spill incident.

Concrete and grout:

- Process water and slurry resulting from concrete work will be prevented from entering the waters of the State by implementing Concrete Handling measures (BMP C151). Concrete wash out areas shall not be allowed on bare dirt or allowed to drain to bare dirt or the storm system.
- Saw cutting and Surfacing Pollution Prevention (BMP C152)

The facility does require a Spill Prevention, Control, and Countermeasure (SPCC) Plan under the Federal regulations of the Clean Water Act (CWA) and will be provided under separate cover.

Will maintenance, fueling, and/or repair of heavy equipment and vehicles occur on-site?

No

Emergency repairs are very unlikely but possible. In order to perform emergency repairs on site, temporary plastic will be placed beneath and, if raining, over the vehicle.

Will wheel wash or tire bath system BMPs be used during construction?

No

All sediment will be removed from paved areas in and adjacent to construction work areas manually or using mechanical sweepers, as needed, to minimize tracking of sediments on vehicle tires away from the site and to minimize washoff of sediments from adjacent streets in runoff.

Will pH-modifying sources be present on-site?

Yes

Table 3 – pH-Modifying Sources

	None
	Bulk cement
	Cement kiln dust
	Fly ash
x	Other cementitious materials
x	New concrete washing or curing waters
x	Waste streams generated from concrete grinding and sawing
	Exposed aggregate processes
	Dewatering concrete vaults
x	Concrete pumping and mixer washout waters
	Recycled concrete
	Other (i.e. calcium lignosulfate) [please describe]

Concrete trucks must not be washed out onto the ground, or into storm drains, open ditches, streets, or streams. Excess concrete must not be dumped on-site, except in designated concrete washout areas with appropriate BMPs installed.

Element 10: Control Dewatering (2.1.10)

There will be no dewatering as part of this construction project. All dewatering water from open cut excavation, tunneling, foundation work, trench, or underground vaults shall be discharged into a controlled conveyance system prior to discharge to a sediment trap or sediment pond, or will be treated with dispersion across vegetated areas or by other modular methods before being discharged to or draining to an uncontrolled collection and conveyance system. Channels will be stabilized, per Element #8. Clean, non-turbid dewatering water will not be routed through a stormwater sediment pond, and will be discharged to systems tributary to the receiving waters of the State in a manner that does not cause erosion, flooding, or a violation of State water quality standards in the receiving water. Highly turbid dewatering water from soils known or suspected to be contaminated, or from use of construction equipment, will require additional monitoring and treatment as required for the specific pollutants based on the receiving waters into which the discharge is occurring. Such monitoring is the responsibility of the contractor.

However, the dewatering of soils known to be free of contamination will trigger BMPs to trap sediment and reduce turbidity. At a minimum, geotextile fabric socks/bags/cells will be used to filter this material. Other BMPs to be used for sediment trapping and turbidity reduction include the following:

- Concrete Handling (BMP C151)
- Use of a sedimentation bag, with outfall to a ditch or swale for small volumes of localized dewatering.

Alternative BMP not included in the above bulleted list are included in Appendix B as a quick reference tool for the onsite inspector in the event the BMP(s) listed above are deemed ineffective or inappropriate during construction to satisfy the requirements set forth in the General NPDES Permit (Appendix D). To avoid potential erosion and sediment control issues that may cause a violation(s) of the NPDES Construction Stormwater permit (as provided in Appendix D), the Certified Erosion and Sediment Control Lead will promptly initiate the implementation of one or more of the alternative BMPs listed in Appendix B after the first sign that existing BMPs are ineffective or failing.

Table 4 – Dewatering BMPs

	Infiltration
	Transport off-site in a vehicle (vacuum truck for legal disposal)
	Ecology-approved on-site chemical treatment or other suitable treatment technologies
	Sanitary or combined sewer discharge with local sewer district approval (last resort)
x	Use of sedimentation bag with discharge to ditch or swale (small volumes of localized dewatering)

Element 11: Maintain BMPs (2.1.11)

All temporary and permanent Erosion and Sediment Control (ESC) BMPs shall be maintained and repaired as needed to ensure continued performance of their intended function.

Maintenance and repair shall be conducted in accordance with each particular BMP specification (see *Volume II of the SWMMWW* or *Chapter 7 of the SWMMEW*).

Visual monitoring of all BMPs installed at the site will be conducted at least once every calendar week and within 24 hours of any stormwater or non-stormwater discharge from the site. If the site becomes inactive and is temporarily stabilized, the inspection frequency may be reduced to once every calendar month.

All temporary ESC BMPs shall be removed within 30 days after final site stabilization is achieved or after the temporary BMPs are no longer needed.

Trapped sediment shall be stabilized on-site or removed. Disturbed soil resulting from removal of either BMPs or vegetation shall be permanently stabilized.

Additionally, protection must be provided for all BMPs installed for the permanent control of stormwater from sediment and compaction. BMPs that are to remain in place following completion of construction shall be examined and restored to full operating condition. If sediment enters these BMPs during construction, the sediment shall be removed and the facility shall be returned to conditions specified in the construction documents.

Element 12: Manage the Project (2.1.12)

The project will be managed based on the following principles:

- Projects will be phased to the maximum extent practicable and seasonal work limitations will be taken into account.
- Inspection and monitoring:
 - Inspection, maintenance and repair of all BMPs will occur as needed to ensure performance of their intended function.
 - Site inspections and monitoring will be conducted in accordance with Special Condition S4 of the CSWGP. Sampling locations are indicated on the [Site Map](#). Sampling station(s) are located in accordance with applicable requirements of the CSWGP.
- Maintain an updated SWPPP.
 - The SWPPP will be updated, maintained, and implemented in accordance with Special Conditions S3, S4, and S9 of the CSWGP.

As site work progresses the SWPPP will be modified routinely to reflect changing site conditions. The SWPPP will be reviewed monthly to ensure the content is current.

Table 5 – Management

X	Design the project to fit the existing topography, soils, and drainage patterns
X	Emphasize erosion control rather than sediment control
X	Minimize the extent and duration of the area exposed
X	Keep runoff velocities low
X	Retain sediment on-site
X	Thoroughly monitor site and maintain all ESC measures
X	Schedule major earthwork during the dry season
	Other (please describe)

Element 13: Protect Low Impact Development (LID) BMPs (2.1.13)

The project will utilize bioretention swales at the southern margin of the proposed road improvements for limited infiltration and water quality treatment purposes. These areas shall be protected from excessive sedimentation throughout construction per Elements #1-12.

Pollution Prevention Team (3.0)

Table 7 – Team Information

Title	Name(s)	Phone Number
Certified Erosion and Sediment Control Lead (CESCL)	TBD	TBD
Resident Engineer	Jesse Jarrell, PE, LDC	(425) 806-1869
Emergency Ecology Contact	Northwest Region	(425) 649-7000
Emergency Permittee/ Owner Contact	Jeff Davidson	(360) 824-4941
Non-Emergency Owner Contact	Jeff Davidson	(360) 824-4941
Monitoring Personnel	TBD	TBD
Ecology Regional Office	Northwest Region	(425) 649-7000

Monitoring and Sampling Requirements (4.0)

Monitoring includes visual inspection, sampling for water quality parameters of concern, and documentation of the inspection and sampling findings in a site log book. A site log book will be maintained for all on-site construction activities and will include:

- A record of the implementation of the SWPPP and other permit requirements
- Site inspections
- Stormwater sampling data

The site log book must be maintained on-site within reasonable access to the site and be made available upon request to Ecology or the local jurisdiction.

Numeric effluent limits may be required for certain discharges to 303(d) listed waterbodies. See CSWGP Special Condition S8 and Section 5 of this template.

Complete the following paragraph for sites that discharge to impaired waterbodies for fine sediment, turbidity, phosphorus, or pH:

Site Inspection (4.1)

Site inspections will be conducted at least once every calendar week and within 24 hours following any discharge from the site. For sites that are temporarily stabilized and inactive, the required frequency is reduced to once per calendar month.

The discharge point(s) are indicated on the Site Map (see Appendix A) and in accordance with the applicable requirements of the CSWGP.

Reference Appendix D for a Site Inspection Form.

Stormwater Quality Sampling (4.2)

Turbidity Sampling (4.2.1)

Requirements include calibrated turbidity meter or transparency tube to sample site discharges for compliance with the CSWGP. Sampling will be conducted at all discharge points at least once per calendar week.

Method for sampling turbidity:

Table 8 – Turbidity Sampling Method

	Turbidity Meter/Turbidimeter (required for disturbances 5 acres or greater in size)
x	Transparency Tube (option for disturbances less than 1 acre and up to 5 acres in size)

The benchmark for turbidity value is 25 nephelometric turbidity units (NTU) and a transparency less than 33 centimeters.

If the discharge's turbidity is 26 to 249 NTU or the transparency is less than 33 cm but equal to or greater than 6 cm, the following steps will be conducted:

1. Review the SWPPP for compliance with Special Condition S9. Make appropriate revisions within 7 days of the date the discharge exceeded the benchmark.
2. Immediately begin the process to fully implement and maintain appropriate source control and/or treatment BMPs as soon as possible. Address 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.
3. Document BMP implementation and maintenance in the site log book.

If the turbidity exceeds 250 NTU or the transparency is 6 cm or less at any time, the following steps will be conducted:

1. Telephone or submit an electronic report to the applicable Ecology Region's Environmental Report Tracking System (ERTS) within 24 hours.
<https://www.ecology.wa.gov/About-us/Get-involved/Report-an-environmental-issue>
 - Central Region (Benton, Chelan, Douglas, Kittitas, Klickitat, Okanogan, Yakima): (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 (King, Kitsap, Island, San Juan, Skagit, Snohomish, Whatcom): (425) 649-7000
 - Southwest Region (Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Lewis, Mason, Pacific, Pierce, Skamania, Thurston, Wahkiakum,): (360) 407-6300
2. Immediately begin the process to fully implement and maintain appropriate source control and/or treatment BMPs as soon as possible. Address 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
3. Document BMP implementation and maintenance in the site log book.
4. Continue to sample discharges daily until one of the following is true:
 - Turbidity is 25 NTU (or lower).
 - Transparency is 33 cm (or greater).
 - Compliance with the water quality limit for turbidity is achieved.
 - 1 - 5 NTU over background turbidity, if background is less than 50 NTU
 - 1% - 10% over background turbidity, if background is 50 NTU or greater
 - The discharge stops or is eliminated.

pH Sampling (4.2.2)

pH monitoring is required for “Significant concrete work” (i.e. greater than 1000 cubic yards poured concrete or recycled concrete over the life of the project). The use of engineered soils (soil amendments including but not limited to Portland cement-treated base [CTB], cement kiln dust [CKD] or fly ash) also requires pH monitoring.

For significant concrete work, pH sampling will start the first day concrete is poured and continue until it is cured, typically three (3) weeks after the last pour.

For engineered soils and recycled concrete, pH sampling begins when engineered soils or recycled concrete are first exposed to precipitation and continues until the area is fully stabilized.

Stormwater samples will be collected daily from all points of discharge from the site and measure for pH using a calibrated pH meter, pH test kit, or wide range pH indicator paper.

If the measured pH is 8.5 or greater, the following measures will be taken:

1. Prevent high pH water from entering storm sewer systems or surface water.
2. Adjust or neutralize the high pH water to the range of 6.5 to 8.5 su using appropriate technology such as carbon dioxide (CO₂) sparging (liquid or dry ice).
3. Written approval will be obtained from Ecology prior to the use of chemical treatment other than CO₂ sparging or dry ice.

Method for sampling pH:

Table 8 – pH Sampling Method

	pH meter
x	pH test kit
x	Wide range pH indicator paper

Discharges to 303(d) or Total Maximum Daily Load (TMDL) Waterbodies (5.0)

303(d) Listed Waterbodies (5.1)

There are 303(d) listed receiving waterbodies within a quarter mile of the site. The closest receiving waterbody with listings is Tambark Creek which has listings for bacteria and dissolved oxygen.

TMDL Waterbodies (5.2)

The 303(d) list is used to determine what water quality improvements are most needed. The TMDL process is only used where it is determined it will be the most effective tool.

Discharges to TMDL receiving waterbodies will meet in-stream water quality criteria at the point of discharge.

The Construction Stormwater General Permit Proposed New Discharge to an Impaired Water Body form is included in Appendix F.

Reporting and Record Keeping (6.0)

Record Keeping (6.1)

Site Log Book (6.1.1)

A site log book will be maintained for all on-site construction activities and will include:

- A record of the implementation of the SWPPP and other permit requirements
- Site inspections
- Sample logs

Records Retention (6.1.2)

Records will be retained during the life of the project and for a minimum of three (3) years following the termination of permit coverage in accordance with Special Condition S5.C of the CSWGP.

Permit documentation to be retained on-site:

- CSWGP
- Permit Coverage Letter
- SWPPP
- Site Log Book

Permit documentation will be provided within 14 days of receipt of a written request from Ecology. A copy of the SWPPP or access to the SWPPP will be provided to the public when requested in writing in accordance with Special Condition S5.G.2.b of the CSWGP.

Updating the SWPPP (6.1.3)

The SWPPP will be modified if:

- Found ineffective in eliminating or significantly minimizing pollutants in stormwater discharges from the site.
- 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.

The SWPPP will be modified within seven (7) days if inspection(s) or investigation(s) determine additional or modified BMPs are necessary for compliance. An updated timeline for BMP implementation will be prepared.

Reporting (6.2)

Discharge Monitoring Reports (6.2.1)

Cumulative soil disturbance is one (1) acre or larger; therefore, Discharge Monitoring Reports (DMRs) will be submitted to Ecology monthly. If there was no discharge during a given monitoring period the DMR will be submitted as required, reporting "No Discharge". The DMR due date is fifteen (15) days following the end of each calendar month.

DMRs will be reported online through Ecology's WQWebDMR System.

To sign up for WSWebDMR, visit:

<https://www.ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Water-quality-permits-guidance/WQWebPortal-guidance>

Notification of Noncompliance (6.2.2)

If any of the terms and conditions of the permit is not met, and the resulting noncompliance may cause a threat to human health or the environment, the following actions will be taken:

1. Ecology will be notified within 24-hours of the failure to comply by calling the applicable Regional office ERTS phone number (Regional office numbers listed below).
2. Immediate action will be taken to prevent the discharge/pollution or otherwise stop or correct the noncompliance. If applicable, sampling and analysis of any noncompliance will be repeated immediately and the results submitted to Ecology within five (5) days of becoming aware of the violation.
3. A detailed written report describing the noncompliance will be submitted to Ecology within five (5) days, unless requested earlier by Ecology.

Anytime turbidity sampling indicates turbidity is 250 NTUs or greater, or water transparency is 6 cm or less, the Ecology Regional office will be notified by phone within 24 hours of analysis as required by Special Condition S5.A of the CSWGP.

- Central Region at (509) 575-2490 for Benton, Chelan, Douglas, Kittitas, Klickitat, Okanogan, or Yakima County
- Eastern Region at (509) 329-3400 for Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Spokane, Stevens, Walla Walla, or Whitman County
- Northwest Region at (425) 649-7000 for Island, King, Kitsap, San Juan, Skagit, Snohomish, or Whatcom County
- Southwest Region at (360) 407-6300 for Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Lewis, Mason, Pacific, Pierce, Skamania, Thurston, or Wahkiakum

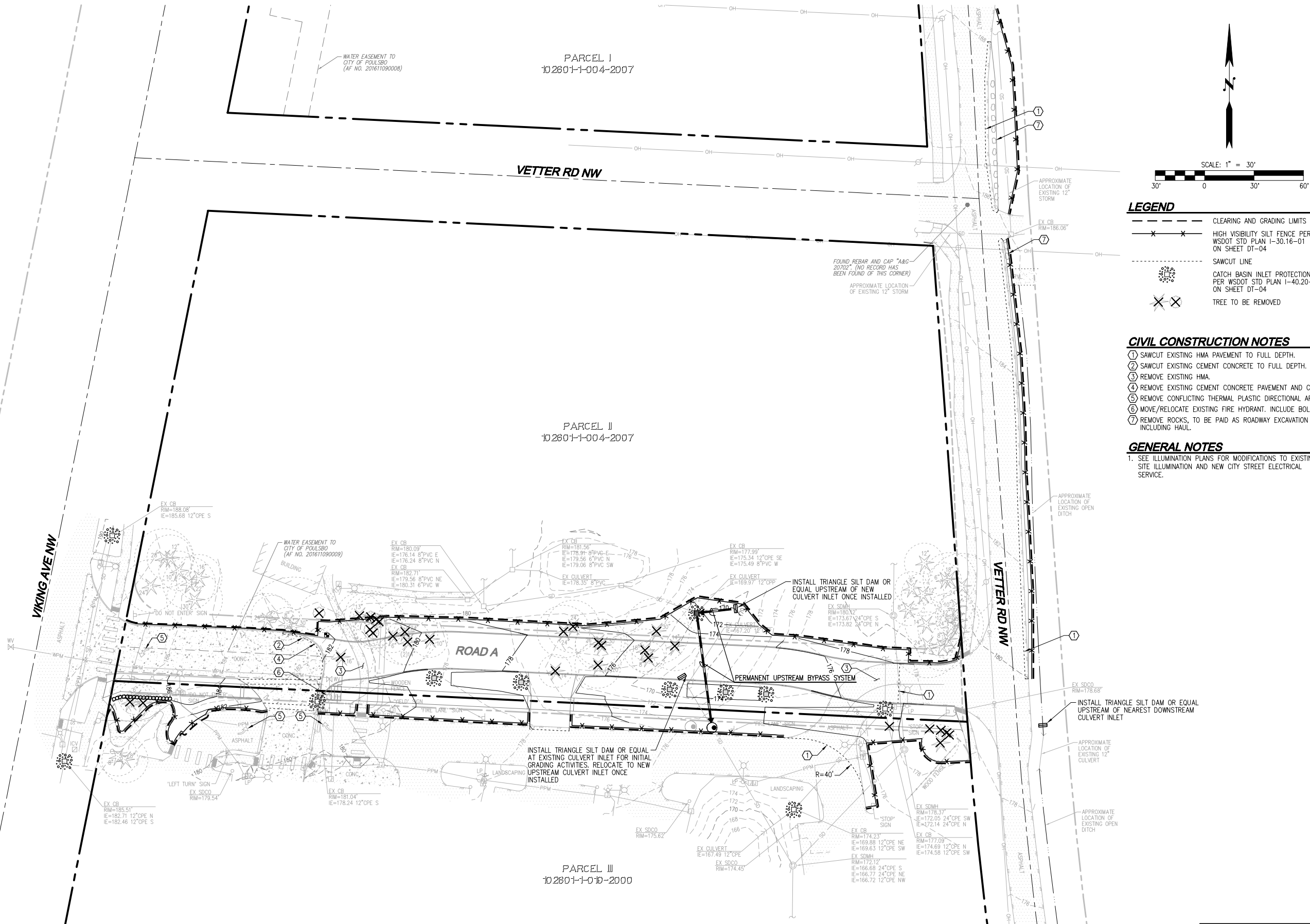
Include the following information:

1. Your name and / Phone number
2. Permit number
3. City / County of project
4. Sample results
5. Date / Time of call
6. Date / Time of sample
7. Project name

In accordance with Special Condition S4.D.5.b of the CSWGP, the Ecology Regional office will be notified if chemical treatment other than CO₂ sparging is planned for adjustment of high pH water.

Drawing: P:\Civ\2022\C22-143 Ruth Haines Roadway Design\Drawings\Construction\C22143C-ER-PL.dwg Plotted: Sep 20, 2022 - 11:15am

A PORTION OF SE1/4 OF NE 1/4 SEC 10, TWN 26 N, RGE 1 E, W.M., CITY OF POULSBORO, KITSAP COUNTY, WASHINGTON



UTILITY NOTE

THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. AGENCIES INVOLVED SHALL BE NOTIFIED WITHIN A REASONABLE TIME PRIOR TO THE START OF CONSTRUCTION.

DISCLAIMER

THE TOPOGRAPHIC SURVEY WAS PERFORMED BY LDC, INC. IN APRIL 2022. ANY CHANGES TO THE SITE AFTER THIS DATE WILL NOT BE REFLECTED IN THE PLANS. ANY DISCREPANCIES FOUND BETWEEN WHAT IS SHOWN ON THE PLANS AND WHAT IS NOTED IN THE FIELD SHOULD BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE ENGINEER.



Call 2 Business Days Before You Dig
811 or 1-800-424-5555
Utilities Underground Location Center

REVISIONS

NO.	DATE	DESCRIPTION	BY

LDC | Surveying Engineering Planning

Kent | Woodinville 20210 142nd Avenue NE Woodinville, WA 98072 www.LDCorp.com

Olympia | F 425.462.2893

KITSAP TRANSIT

RUTH HAINES ROADWAY

SITE PREPARATION AND TESC PLAN



JOB NUMBER: C22-143
DRAWING NAME: C22143C-ER-PL
DESIGNER: DCS
DRAFTING BY: BJN
DATE: 5-30-22
SCALE: 1"=30'
JURISDICTION: POULSBORO

ER-01

Appendix/Glossary

BMP Details

Construction BMPs

- High Visibility Plastic or Metal Fence (BMP C103)
 - Stabilized Construction Entrance (BMP C105)
 - Temporary and Permanent Seeding (BMP C120)
 - Plastic Covering (BMP C123)
 - Concrete Handling (BMP C151)
 - Check Dams (BMP C207)
 - Storm Drain Inlet Protection (BMP C220)
 - Silt Fence (BMP C233)
-

BMP C103: High Visibility Fence

Purpose

Fencing is intended to:

1. Restrict clearing to approved limits.
2. Prevent disturbance of sensitive areas, their buffers, and other areas required to be left undisturbed.
3. Limit construction traffic to designated construction entrances, exits, or internal roads.
4. Protect areas where marking with survey tape may not provide adequate protection.

Conditions of Use

To establish clearing limits plastic, fabric, or metal fence may be used:

- At the boundary of sensitive areas, their buffers, and other areas required to be left uncleared.
- As necessary to control vehicle access to and on the site.

Design and Installation Specifications

High visibility plastic fence shall be composed of a high-density polyethylene material and shall be at least four feet in height. Posts for the fencing shall be steel or wood and placed every 6 feet on center (maximum) or as needed to ensure rigidity. The fencing shall be fastened to the post every six inches with a polyethylene tie. On long continuous lengths of fencing, a tension wire or rope shall be used as a top stringer to prevent sagging between posts. The fence color shall be high visibility orange. The fence tensile strength shall be 360 lbs./ft. using the ASTM D4595 testing method.

If appropriate install fabric silt fence in accordance with [BMP C233: Silt Fence \(p.367\)](#) to act as high visibility fence. Silt fence shall be at least 3 feet high and must be highly visible to meet the requirements of this BMP.

Metal fences shall be designed and installed according to the manufacturer's specifications.

Metal fences shall be at least 3 feet high and must be highly visible.

Fences shall not be wired or stapled to trees.

Maintenance Standards

If the fence has been damaged or visibility reduced, it shall be repaired or replaced immediately and visibility restored.

BMP C105: Stabilized Construction Entrance / Exit

Purpose

Stabilized Construction entrances are established to reduce the amount of sediment transported onto paved roads by vehicles or equipment. This is done by constructing a stabilized pad of quarry spalls at entrances and exits for construction sites.

Conditions of Use

Construction entrances shall be stabilized wherever traffic will be entering or leaving a construction site if paved roads or other paved areas are within 1,000 feet of the site.

For residential construction provide stabilized construction entrances for each residence, rather than only at the main subdivision entrance. Stabilized surfaces shall be of sufficient length/width to provide vehicle access/parking, based on lot size/configuration.

On large commercial, highway, and road projects, the designer should include enough extra materials in the contract to allow for additional stabilized entrances not shown in the initial Construction SWPPP. It is difficult to determine exactly where access to these projects will take place; additional materials will enable the contractor to install them where needed.

Design and Installation Specifications

See [Figure II-4.1.1 Stabilized Construction Entrance \(p.273\)](#) for details. Note: the 100' minimum length of the entrance shall be reduced to the maximum practicable size when the size or configuration of the site does not allow the full length (100').

Construct stabilized construction entrances with a 12-inch thick pad of 4-inch to 8-inch quarry spalls, a 4-inch course of asphalt treated base (ATB), or use existing pavement. Do not use crushed concrete, cement, or calcium chloride for construction entrance stabilization because these products raise pH levels in stormwater and concrete discharge to surface waters of the State is prohibited.

A separation geotextile shall be placed under the spalls to prevent fine sediment from pumping up into the rock pad. The geotextile shall meet the following standards:

Grab Tensile Strength (ASTM D4751)	200 psi min.
Grab Tensile Elongation (ASTM D4632)	30% max.
Mullen Burst Strength (ASTM D3786-80a)	400 psi min.
AOS (ASTM D4751)	20-45 (U.S. standard sieve size)

- Consider early installation of the first lift of asphalt in areas that will be paved; this can be used as a stabilized entrance. Also consider the installation of excess concrete as a stabilized entrance. During large concrete pours, excess concrete is often available for this purpose.
- Fencing (see [BMP C103: High Visibility Fence \(p.269\)](#)) shall be installed as necessary to restrict traffic to the construction entrance.
- Whenever possible, the entrance shall be constructed on a firm, compacted subgrade. This can substantially increase the effectiveness of the pad and reduce the need for maintenance.
- Construction entrances should avoid crossing existing sidewalks and back of walk drains if at all possible. If a construction entrance must cross a sidewalk or back of walk drain, the full length of the sidewalk and back of walk drain must be covered and protected from sediment leaving the site.

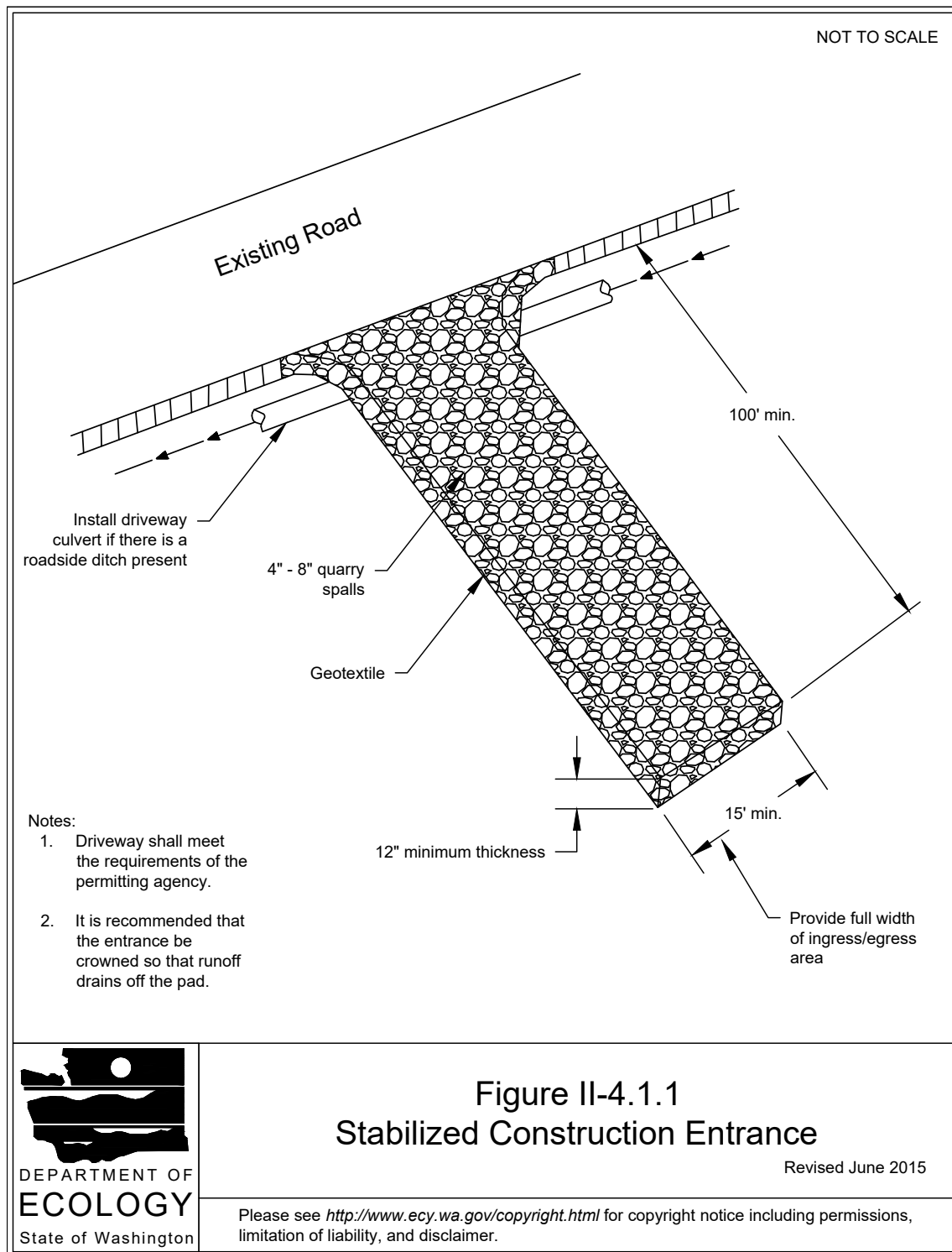
Maintenance Standards

Quarry spalls shall be added if the pad is no longer in accordance with the specifications.

- If the entrance is not preventing sediment from being tracked onto pavement, then alternative measures to keep the streets free of sediment shall be used. This may include replacement/cleaning of the existing quarry spalls, street sweeping, an increase in the dimensions of the entrance, or the installation of a wheel wash.
- Any sediment that is tracked onto pavement shall be removed by shoveling or street sweeping. The sediment collected by sweeping shall be removed or stabilized on site. The pavement shall not be cleaned by washing down the street, except when high efficiency sweeping is ineffective and there is a threat to public safety. If it is necessary to wash the streets, the construction of a small sump to contain the wash water shall be considered. The sediment would then be washed into the sump where it can be controlled.
- Perform street sweeping by hand or with a high efficiency sweeper. Do not use a non-high efficiency mechanical sweeper because this creates dust and throws soils into storm systems or conveyance ditches.

- Any quarry spalls that are loosened from the pad, which end up on the roadway shall be removed immediately.
- If vehicles are entering or exiting the site at points other than the construction entrance(s), fencing (see BMP C103) shall be installed to control traffic.
- Upon project completion and site stabilization, all construction accesses intended as permanent access for maintenance shall be permanently stabilized.

Figure II-4.1.1 Stabilized Construction Entrance



Approved as Equivalent

Ecology has approved products as able to meet the requirements of [BMP C105: Stabilized Construction Entrance / Exit](#). The products did not pass through the Technology Assessment Protocol – Ecology (TAPE) process. Local jurisdictions may choose not to accept this product approved as equivalent, or may require additional testing prior to consideration for local use. The products are available for review on Ecology’s website at <http://www.ecy.wa.gov/programs/wq/stormwater/newtech/equivalent.html>

BMP C120: Temporary and Permanent Seeding

Purpose

Seeding reduces erosion by stabilizing exposed soils. A well-established vegetative cover is one of the most effective methods of reducing erosion.

Conditions of Use

Use seeding throughout the project on disturbed areas that have reached final grade or that will remain unworked for more than 30 days.

The optimum seeding windows for western Washington are April 1 through June 30 and September 1 through October 1.

Between July 1 and August 30 seeding requires irrigation until 75 percent grass cover is established.

Between October 1 and March 30 seeding requires a cover of mulch with straw or an erosion control blanket until 75 percent grass cover is established.

Review all disturbed areas in late August to early September and complete all seeding by the end of September. Otherwise, vegetation will not establish itself enough to provide more than average protection.

- Mulch is required at all times for seeding because it protects seeds from heat, moisture loss, and transport due to runoff. Mulch can be applied on top of the seed or simultaneously by hydroseeding. See [BMP C121: Mulching \(p.284\)](#) for specifications.
- Seed and mulch, all disturbed areas not otherwise vegetated at final site stabilization. Final stabilization means the completion of all soil disturbing activities at the site and the establishment of a permanent vegetative cover, or equivalent per-

manent stabilization measures (such as pavement, riprap, gabions, or geotextiles) which will prevent erosion.

Design and Installation Specifications

Seed retention/detention ponds as required.

Install channels intended for vegetation before starting major earthwork and hydroseed with a Bonded Fiber Matrix. For vegetated channels that will have high flows, install erosion control blankets over hydroseed. Before allowing water to flow in vegetated channels, establish 75 percent vegetation cover. If vegetated channels cannot be established by seed before water flow; install sod in the channel bottom—over hydromulch and erosion control blankets.

- Confirm the installation of all required surface water control measures to prevent seed from washing away.
- Hydroseed applications shall include a minimum of 1,500 pounds per acre of mulch with 3 percent tackifier. See [BMP C121: Mulching \(p.284\)](#) for specifications.
- Areas that will have seeding only and not landscaping may need compost or meal-based mulch included in the hydroseed in order to establish vegetation. Re-install native topsoil on the disturbed soil surface before application.
- When installing seed via hydroseeding operations, only about 1/3 of the seed actually ends up in contact with the soil surface. This reduces the ability to establish a good stand of grass quickly. To overcome this, consider increasing seed quantities by up to 50 percent.
- Enhance vegetation establishment by dividing the hydromulch operation into two phases:
 1. Phase 1- Install all seed and fertilizer with 25-30 percent mulch and tackifier onto soil in the first lift.
 2. Phase 2- Install the rest of the mulch and tackifier over the first lift.

Or, enhance vegetation by:

1. Installing the mulch, seed, fertilizer, and tackifier in one lift.
2. Spread or blow straw over the top of the hydromulch at a rate of 800-1000 pounds per acre.
3. Hold straw in place with a standard tackifier.

Both of these approaches will increase cost moderately but will greatly improve and enhance vegetative establishment. The increased cost may be offset by the reduced need for:

- Irrigation.
- Reapplication of mulch.
- Repair of failed slope surfaces.

This technique works with standard hydromulch (1,500 pounds per acre minimum) and BFM/MBFMs (3,000 pounds per acre minimum).

- Seed may be installed by hand if:
 - Temporary and covered by straw, mulch, or topsoil.
 - Permanent in small areas (usually less than 1 acre) and covered with mulch, topsoil, or erosion blankets.
 - The seed mixes listed in the tables below include recommended mixes for both temporary and permanent seeding.
 - Apply these mixes, with the exception of the wetland mix, at a rate of 120 pounds per acre. This rate can be reduced if soil amendments or slow-release fertilizers are used.
 - Consult the local suppliers or the local conservation district for their recommendations because the appropriate mix depends on a variety of factors, including location, exposure, soil type, slope, and expected foot traffic. Alternative seed mixes approved by the local authority may be used.
 - Other mixes may be appropriate, depending on the soil type and hydrology of the area.
- [Table II-4.1.2 Temporary Erosion Control Seed Mix \(p.280\)](#) lists the standard mix for areas requiring a temporary vegetative cover.

Table II-4.1.2 Temporary Erosion Control Seed Mix

	% Weight	% Purity	% Germination
Chewings or annual blue grass <i>Festuca rubra var. commutata</i> or <i>Poa annua</i>	40	98	90
Perennial rye <i>Lolium perenne</i>	50	98	90
Redtop or colonial bentgrass <i>Agrostis alba</i> or <i>Agrostis tenuis</i>	5	92	85
White dutch clover <i>Trifolium repens</i>	5	98	90

- [Table II-4.1.3 Landscaping Seed Mix \(p.281\)](#) lists a recommended mix for landscaping seed.

Table II-4.1.3 Landscaping Seed Mix

	% Weight	% Purity	% Germination
Perennial rye blend <i>Lolium perenne</i>	70	98	90
Chewings and red fescue blend <i>Festuca rubra</i> var. <i>commutata</i> or <i>Festuca rubra</i>	30	98	90

- [Table II-4.1.4 Low-Growing Turf Seed Mix \(p.281\)](#) lists a turf seed mix for dry situations where there is no need for watering. This mix requires very little maintenance.

Table II-4.1.4 Low-Growing Turf Seed Mix

	% Weight	% Purity	% Germination
Dwarf tall fescue (several varieties) <i>Festuca arundinacea</i> var.	45	98	90
Dwarf perennial rye (Barclay) <i>Lolium perenne</i> var. <i>barclay</i>	30	98	90
Red fescue <i>Festuca rubra</i>	20	98	90
Colonial bentgrass <i>Agrostis tenuis</i>	5	98	90

- [Table II-4.1.5 Bioswale Seed Mix* \(p.281\)](#) lists a mix for bioswales and other intermittently wet areas.

Table II-4.1.5 Bioswale Seed Mix*

	% Weight	% Purity	% Germination
Tall or meadow fescue <i>Festuca arundinacea</i> or <i>Festuca elatior</i>	75-80	98	90
Seaside/Creeping bentgrass <i>Agrostis palustris</i>	10-15	92	85
Redtop bentgrass <i>Agrostis alba</i> or <i>Agrostis gigantea</i>	5-10	90	80
* Modified Briargreen, Inc. Hydroseeding Guide Wetlands Seed Mix			

- [Table II-4.1.6 Wet Area Seed Mix* \(p.282\)](#) lists a low-growing, relatively non-invasive seed mix appropriate for very wet areas that are not regulated wetlands. Apply

this mixture at a rate of 60 pounds per acre. Consult Hydraulic Permit Authority (HPA) for seed mixes if applicable.

Table II-4.1.6 Wet Area Seed Mix*

	% Weight	% Purity	% Germination
Tall or meadow fescue <i>Festuca arundinacea</i> or <i>Festuca elatior</i>	60-70	98	90
Seaside/Creeping bentgrass <i>Agrostis palustris</i>	10-15	98	85
Meadow foxtail <i>Alepocurus pratensis</i>	10-15	90	80
Alsike clover <i>Trifolium hybridum</i>	1-6	98	90
Redtop bentgrass <i>Agrostis alba</i>	1-6	92	85
* Modified Briargreen, Inc. Hydroseeding Guide Wetlands Seed Mix			

- [Table II-4.1.7 Meadow Seed Mix \(p.282\)](#) lists a recommended meadow seed mix for infrequently maintained areas or non-maintained areas where colonization by native plants is desirable. Likely applications include rural road and utility right-of-way. Seeding should take place in September or very early October in order to obtain adequate establishment prior to the winter months. Consider the appropriateness of clover, a fairly invasive species, in the mix. Amending the soil can reduce the need for clover.

Table II-4.1.7 Meadow Seed Mix

	% Weight	% Purity	% Germination
Redtop or Oregon bentgrass <i>Agrostis alba</i> or <i>Agrostis oregonensis</i>	20	92	85
Red fescue <i>Festuca rubra</i>	70	98	90
White dutch clover <i>Trifolium repens</i>	10	98	90

- **Roughening and Rototilling:**
 - The seedbed should be firm and rough. Roughen all soil no matter what the slope. Track walk slopes before seeding if engineering purposes require

compaction. Backblading or smoothing of slopes greater than 4H:1V is not allowed if they are to be seeded.

- Restoration-based landscape practices require deeper incorporation than that provided by a simple single-pass rototilling treatment. Wherever practical, initially rip the subgrade to improve long-term permeability, infiltration, and water inflow qualities. At a minimum, permanent areas shall use soil amendments to achieve organic matter and permeability performance defined in engineered soil/landscape systems. For systems that are deeper than 8 inches complete the rototilling process in multiple lifts, or prepare the engineered soil system per specifications and place to achieve the specified depth.

- **Fertilizers:**

- Conducting soil tests to determine the exact type and quantity of fertilizer is recommended. This will prevent the over-application of fertilizer.
- Organic matter is the most appropriate form of fertilizer because it provides nutrients (including nitrogen, phosphorus, and potassium) in the least water-soluble form.
- In general, use 10-4-6 N-P-K (nitrogen-phosphorus-potassium) fertilizer at a rate of 90 pounds per acre. Always use slow-release fertilizers because they are more efficient and have fewer environmental impacts. Do not add fertilizer to the hydromulch machine, or agitate, more than 20 minutes before use. Too much agitation destroys the slow-release coating.
- There are numerous products available that take the place of chemical fertilizers. These include several with seaweed extracts that are beneficial to soil microbes and organisms. If 100 percent cottonseed meal is used as the mulch in hydroseed, chemical fertilizer may not be necessary. Cottonseed meal provides a good source of long-term, slow-release, available nitrogen.

- **Bonded Fiber Matrix and Mechanically Bonded Fiber Matrix:**

- On steep slopes use Bonded Fiber Matrix (BFM) or Mechanically Bonded Fiber Matrix (MBFM) products. Apply BFM/MBFM products at a minimum rate of 3,000 pounds per acre of mulch with approximately 10 percent tackifier. Achieve a minimum of 95 percent soil coverage during application. Numerous products are available commercially. Installed products per manufacturer's instructions. Most products require 24-36 hours to cure before rainfall and cannot be installed on wet or saturated soils. Generally, products come in 40-50 pound bags and include all necessary ingredients except for seed and fertilizer.

- BFM and MBFMs provide good alternatives to blankets in most areas requiring vegetation establishment. Advantages over blankets include:
 - BFM and MBFMs do not require surface preparation.
 - Helicopters can assist in installing BFM and MBFMs in remote areas.
 - On slopes steeper than 2.5H:1V, blanket installers may require ropes and harnesses for safety.
 - Installing BFM and MBFMs can save at least \$1,000 per acre compared to blankets.

Maintenance Standards

Reseed any seeded areas that fail to establish at least 80 percent cover (100 percent cover for areas that receive sheet or concentrated flows). If reseeding is ineffective, use an alternate method such as sodding, mulching, or nets/blankets. If winter weather prevents adequate grass growth, this time limit may be relaxed at the discretion of the local authority when sensitive areas would otherwise be protected.

- Reseed and protect by mulch any areas that experience erosion after achieving adequate cover. Reseed and protect by mulch any eroded area.
- Supply seeded areas with adequate moisture, but do not water to the extent that it causes runoff.

Approved as Equivalent

Ecology has approved products as able to meet the requirements of [BMP C120: Temporary and Permanent Seeding](#). The products did not pass through the Technology Assessment Protocol – Ecology (TAPE) process. Local jurisdictions may choose not to accept this product approved as equivalent, or may require additional testing prior to consideration for local use. The products are available for review on Ecology's website at <http://www.ecy.wa.gov/programs/wq/stormwater/newtech/equivalent.html>.

BMP C123: Plastic Covering

Purpose

Plastic covering provides immediate, short-term erosion protection to slopes and disturbed areas.

Conditions of Use

Plastic covering may be used on disturbed areas that require cover measures for less than 30 days, except as stated below.

- Plastic is particularly useful for protecting cut and fill slopes and stockpiles. However, the relatively rapid breakdown of most polyethylene sheeting makes it unsuitable for applications greater than six months.
- Due to rapid runoff caused by plastic covering, do not use this method upslope of areas that might be adversely impacted by concentrated runoff. Such areas include steep and/or unstable slopes.
- Plastic sheeting may result in increased runoff volumes and velocities, requiring additional on-site measures to counteract the increases. Creating a trough with wattles or other material can convey clean water away from these areas.
- To prevent undercutting, trench and backfill rolled plastic covering products.
- Although the plastic material is inexpensive to purchase, the cost of installation, maintenance, removal, and disposal add to the total costs of this BMP.
- Whenever plastic is used to protect slopes, install water collection measures at the base of the slope. These measures include plastic-covered berms, channels, and pipes used to convey clean rainwater away from bare soil and disturbed areas. Do not mix clean runoff from a plastic covered slope with dirty runoff from a project.
- Other uses for plastic include:
 - Temporary ditch liner.
 - Pond liner in temporary sediment pond.
 - Liner for bermed temporary fuel storage area if plastic is not reactive to the type of fuel being stored.
 - Emergency slope protection during heavy rains.
 - Temporary drainpipe (“elephant trunk”) used to direct water.

Design and Installation Specifications

- Plastic slope cover must be installed as follows:
 1. Run plastic up and down the slope, not across the slope.
 2. Plastic may be installed perpendicular to a slope if the slope length is less than 10 feet.

3. Provide a minimum of 8-inch overlap at the seams.
 4. On long or wide slopes, or slopes subject to wind, tape all seams.
 5. Place plastic into a small (12-inch wide by 6-inch deep) slot trench at the top of the slope and backfill with soil to keep water from flowing underneath.
 6. Place sand filled burlap or geotextile bags every 3 to 6 feet along seams and tie them together with twine to hold them in place.
 7. Inspect plastic for rips, tears, and open seams regularly and repair immediately. This prevents high velocity runoff from contacting bare soil, which causes extreme erosion.
 8. Sandbags may be lowered into place tied to ropes. However, all sandbags must be staked in place.
- Plastic sheeting shall have a minimum thickness of 0.06 millimeters.
 - If erosion at the toe of a slope is likely, a gravel berm, riprap, or other suitable protection shall be installed at the toe of the slope in order to reduce the velocity of runoff.

Maintenance Standards

- Torn sheets must be replaced and open seams repaired.
- Completely remove and replace the plastic if it begins to deteriorate due to ultraviolet radiation.
- Completely remove plastic when no longer needed.
- Dispose of old tires used to weight down plastic sheeting appropriately.

Approved as Functionally Equivalent

Ecology has approved products as able to meet the requirements of this BMP. The products did not pass through the Technology Assessment Protocol – Ecology (TAPE) process. Local jurisdictions may choose not to accept these products, or may require additional testing prior to consideration for local use. Products that Ecology has approved as functionally equivalent are available for review on Ecology's website at:

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Stormwater-permittee-guidance-resources/Emerging-stormwater-treatment-technologies>

BMP C151: Concrete Handling

Purpose

Concrete work can generate process water and slurry that contain fine particles and high pH, both of which can violate water quality standards in the receiving water. Concrete spillage or concrete discharge to surface waters of the State is prohibited. Use this BMP to minimize and eliminate concrete, concrete process water, and concrete slurry from entering waters of the state.

Conditions of Use

Any time concrete is used, utilize these management practices. Concrete construction projects include, but are not limited to, the following:

- Curbs
- Sidewalks
- Roads
- Bridges
- Foundations
- Floors
- Runways

Design and Installation Specifications

- Assure that washout of concrete trucks, chutes, pumps, and internals is performed at an approved off-site location or in designated concrete washout areas. Do not wash out concrete trucks onto the ground, or into storm drains, open ditches, streets, or streams. Refer to [BMP C154: Concrete Washout Area \(p.317\)](#) for information on concrete washout areas.
- Return unused concrete remaining in the truck and pump to the originating batch plant for recycling. Do not dump excess concrete on site, except in designated concrete washout areas.
- Wash off hand tools including, but not limited to, screeds, shovels, rakes, floats, and trowels into formed areas only.
- Wash equipment difficult to move, such as concrete pavers in areas that do not directly drain to natural or constructed stormwater conveyances.
- Do not allow washdown from areas, such as concrete aggregate driveways, to drain directly to natural or constructed stormwater conveyances.
- Contain washwater and leftover product in a lined container when no formed areas

are available. Dispose of contained concrete in a manner that does not violate ground water or surface water quality standards.

- Always use forms or solid barriers for concrete pours, such as pilings, within 15-feet of surface waters.
- Refer to [BMP C252: High pH Neutralization Using CO2 \(p.409\)](#) and [BMP C253: pH Control for High pH Water \(p.412\)](#) for pH adjustment requirements.
- Refer to the Construction Stormwater General Permit for pH monitoring requirements if the project involves one of the following activities:
 - Significant concrete work (greater than 1,000 cubic yards poured concrete or recycled concrete used over the life of a project).
 - The use of engineered soils amended with (but not limited to) Portland cement-treated base, cement kiln dust or fly ash.
 - Discharging stormwater to segments of water bodies on the 303(d) list (Category 5) for high pH.

Maintenance Standards

Check containers for holes in the liner daily during concrete pours and repair the same day.

BMP C207: Check Dams

Purpose

Construction of small dams across a swale or ditch reduces the velocity of concentrated flow and dissipates energy at the check dam.

Conditions of Use

Where temporary channels or permanent channels are not yet vegetated, channel lining is infeasible, and/or velocity checks are required.

- Check dams may not be placed in streams unless approved by the State Department of Fish and Wildlife. Check dams may not be placed in wetlands without approval from a permitting agency.
- Do not place check dams below the expected backwater from any salmonid bearing water between October 1 and May 31 to ensure that there is no loss of high flow refuge habitat for overwintering juvenile salmonids and emergent salmonid fry.
- Construct rock check dams from appropriately sized rock. The rock used must be large enough to stay in place given the expected design flow through the channel. The rock must be placed by hand or by mechanical means (no dumping of rock to form dam) to achieve complete coverage of the ditch or swale and to ensure that the center of the dam is lower than the edges.
- Check dams may also be constructed of either rock or pea-gravel filled bags. Numerous new products are also available for this purpose. They tend to be reusable, quick and easy to install, effective, and cost efficient.
- Place check dams perpendicular to the flow of water.
- The dam should form a triangle when viewed from the side. This prevents undercutting as water flows over the face of the dam rather than falling directly onto the ditch bottom.
- Before installing check dams impound and bypass upstream water flow away from the work area. Options for bypassing include pumps, siphons, or temporary channels.
- Check dams in association with sumps work more effectively at slowing flow and retaining sediment than just a check dam alone. A deep sump should be provided immediately upstream of the check dam.
- In some cases, if carefully located and designed, check dams can remain as permanent installations with very minor regrading. They may be left as either spillways, in which case accumulated sediment would be graded and seeded, or as

check dams to prevent further sediment from leaving the site.

- The maximum spacing between the dams shall be such that the toe of the upstream dam is at the same elevation as the top of the downstream dam.
- Keep the maximum height at 2 feet at the center of the dam.
- Keep the center of the check dam at least 12 inches lower than the outer edges at natural ground elevation.
- Keep the side slopes of the check dam at 2H:1V or flatter.
- Key the stone into the ditch banks and extend it beyond the abutments a minimum of 18 inches to avoid washouts from overflow around the dam.
- Use filter fabric foundation under a rock or sand bag check dam. If a blanket ditch liner is used, filter fabric is not necessary. A piece of organic or synthetic blanket cut to fit will also work for this purpose.
- In the case of grass-lined ditches and swales, all check dams and accumulated sediment shall be removed when the grass has matured sufficiently to protect the ditch or swale - unless the slope of the swale is greater than 4 percent. The area beneath the check dams shall be seeded and mulched immediately after dam removal.
- Ensure that channel appurtenances, such as culvert entrances below check dams, are not subject to damage or blockage from displaced stones. [Figure II-4.2.7 Rock Check Dam \(p.354\)](#) depicts a typical rock check dam.

Maintenance Standards

Check dams shall be monitored for performance and sediment accumulation during and after each runoff producing rainfall. Sediment shall be removed when it reaches one half the sump depth.

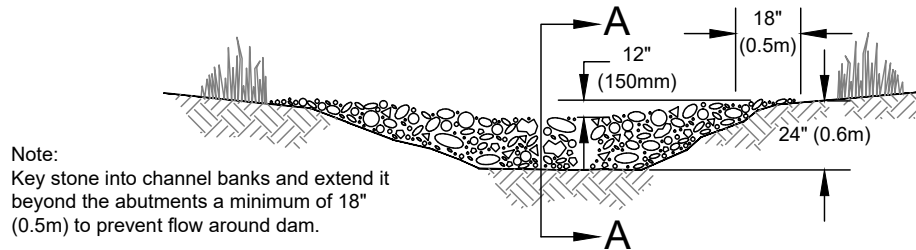
- Anticipate submergence and deposition above the check dam and erosion from high flows around the edges of the dam.
- If significant erosion occurs between dams, install a protective riprap liner in that portion of the channel.

Approved as Equivalent

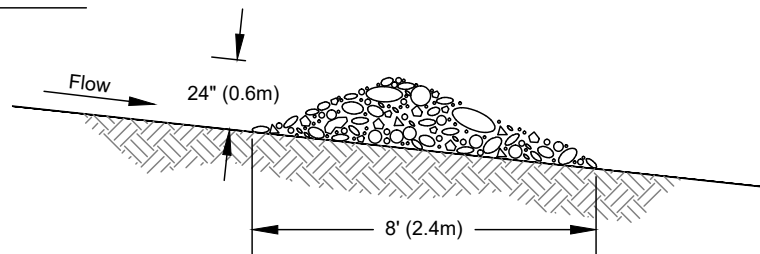
Ecology has approved products as able to meet the requirements of [BMP C207: Check Dams](#). The products did not pass through the Technology Assessment Protocol – Ecology (TAPE) process. Local jurisdictions may choose not to accept this product approved as equivalent, or may require additional testing prior to consideration for local use. The products are available for review on Ecology's website at <http://www.ecy.wa.gov/programs/wq/stormwater/newtech/equivalent.html>

Figure II-4.2.7 Rock Check Dam

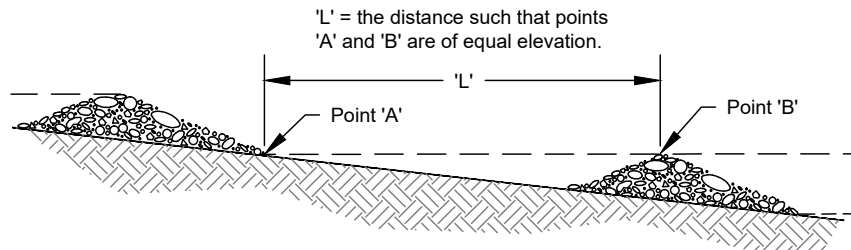
View Looking Upstream



Section A-A



Spacing Between Check Dams



NOT TO SCALE



**Figure II-4.2.7
Rock Check Dam**

Revised July 2015

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BMP C220: Storm Drain Inlet Protection

Purpose

Storm drain inlet protection prevents coarse sediment from entering drainage systems prior to permanent stabilization of the disturbed area.

Conditions of Use

Use storm drain inlet protection at inlets that are operational before permanent stabilization of the disturbed drainage area. Provide protection for all storm drain inlets downslope and within 500 feet of a disturbed or construction area, unless conveying runoff entering catch basins to a sediment pond or trap.

Also consider inlet protection for lawn and yard drains on new home construction. These small and numerous drains coupled with lack of gutters in new home construction can add significant amounts of sediment into the roof drain system. If possible delay installing lawn and yard drains until just before landscaping or cap these drains to pre-

vent sediment from entering the system until completion of landscaping. Provide 18-inches of sod around each finished lawn and yard drain.

[Table II-4.2.2 Storm Drain Inlet Protection \(p.358\)](#) lists several options for inlet protection. All of the methods for storm drain inlet protection tend to plug and require a high frequency of maintenance. Limit drainage areas to one acre or less. Possibly provide emergency overflows with additional end-of-pipe treatment where stormwater ponding would cause a hazard.

Table II-4.2.2 Storm Drain Inlet Protection

Type of Inlet Protection	Emergency Overflow	Applicable for Paved/ Earthen Surfaces	Conditions of Use
Drop Inlet Protection			
Excavated drop inlet protection	Yes, temporary flooding will occur	Earthen	Applicable for heavy flows. Easy to maintain. Large area Requirement: 30'x30'/acre
Block and gravel drop inlet protection	Yes	Paved or Earthen	Applicable for heavy concentrated flows. Will not pond.
Gravel and wire drop inlet protection	No		Applicable for heavy concentrated flows. Will pond. Can withstand traffic.
Catch basin filters	Yes	Paved or Earthen	Frequent Maintenance required.
Curb Inlet Protection			
Curb inlet protection with wooden weir	Small capacity overflow	Paved	Used for sturdy, more compact installation.
Block and gravel curb inlet protection	Yes	Paved	Sturdy, but limited filtration.
Culvert Inlet Protection			
Culvert inlet Sediment trap			18 month expected life.

Design and Installation Specifications

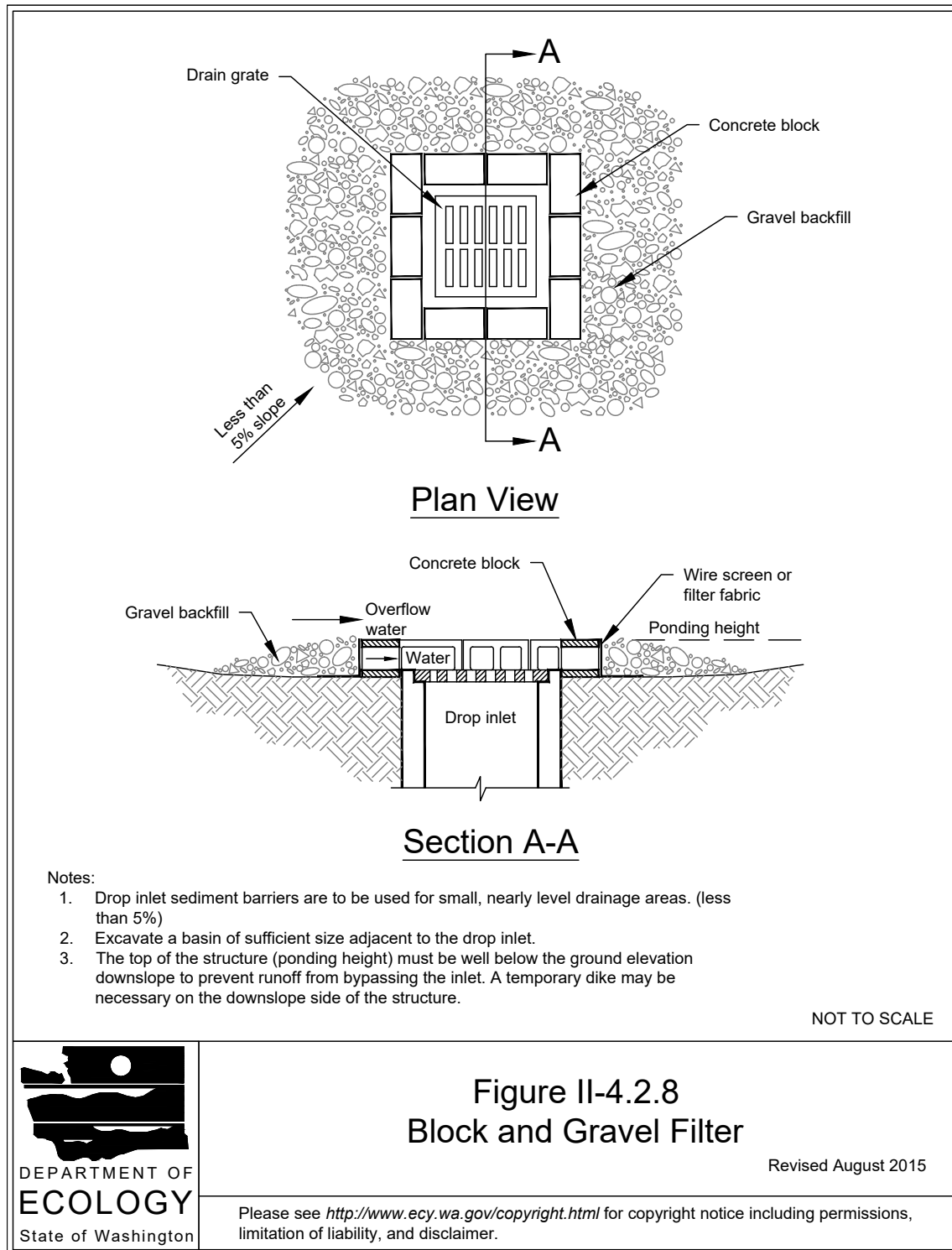
Excavated Drop Inlet Protection - An excavated impoundment around the storm drain. Sediment settles out of the stormwater prior to entering the storm drain.

- Provide a depth of 1-2 ft as measured from the crest of the inlet structure.
- Slope sides of excavation no steeper than 2H:1V.
- Minimum volume of excavation 35 cubic yards.
- Shape basin to fit site with longest dimension oriented toward the longest inflow area.
- Install provisions for draining to prevent standing water problems.
- Clear the area of all debris.
- Grade the approach to the inlet uniformly.
- Drill weep holes into the side of the inlet.
- Protect weep holes with screen wire and washed aggregate.
- Seal weep holes when removing structure and stabilizing area.
- Build a temporary dike, if necessary, to the down slope side of the structure to prevent bypass flow.

Block and Gravel Filter - A barrier formed around the storm drain inlet with standard concrete blocks and gravel. See [Figure II-4.2.8 Block and Gravel Filter \(p.360\)](#).

- Provide a height of 1 to 2 feet above inlet.
- Recess the first row 2-inches into the ground for stability.
- Support subsequent courses by placing a 2x4 through the block opening.
- Do not use mortar.
- Lay some blocks in the bottom row on their side for dewatering the pool.
- Place hardware cloth or comparable wire mesh with ½-inch openings over all block openings.
- Place gravel just below the top of blocks on slopes of 2H:1V or flatter.
- An alternative design is a gravel donut.
- Provide an inlet slope of 3H:1V.
- Provide an outlet slope of 2H:1V.
- Provide a 1-foot wide level stone area between the structure and the inlet.
- Use inlet slope stones 3 inches in diameter or larger.
- Use gravel ½- to ¾-inch at a minimum thickness of 1-foot for the outlet slope.

Figure II-4.2.8 Block and Gravel Filter



**Figure II-4.2.8
Block and Gravel Filter**

Revised August 2015

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Gravel and Wire Mesh Filter - A gravel barrier placed over the top of the inlet. This structure does not provide an overflow.

- Use a hardware cloth or comparable wire mesh with ½-inch openings.
- Use coarse aggregate.
- Provide a height 1-foot or more, 18-inches wider than inlet on all sides.
- Place wire mesh over the drop inlet so that the wire extends a minimum of 1-foot beyond each side of the inlet structure.
- Overlap the strips if more than one strip of mesh is necessary.
- Place coarse aggregate over the wire mesh.
- Provide at least a 12-inch depth of gravel over the entire inlet opening and extend at least 18-inches on all sides.

Catchbasin Filters – Use inserts designed by manufacturers for construction sites. The limited sediment storage capacity increases the amount of inspection and maintenance required, which may be daily for heavy sediment loads. To reduce maintenance requirements combine a catchbasin filter with another type of inlet protection. This type of inlet protection provides flow bypass without overflow and therefore may be a better method for inlets located along active rights-of-way.

- Provides 5 cubic feet of storage.
- Requires dewatering provisions.
- Provides a high-flow bypass that will not clog under normal use at a construction site.
- Insert the catchbasin filter in the catchbasin just below the grating.

Curb Inlet Protection with Wooden Weir – Barrier formed around a curb inlet with a wooden frame and gravel.

- Use wire mesh with ½-inch openings.
- Use extra strength filter cloth.
- Construct a frame.
- Attach the wire and filter fabric to the frame.
- Pile coarse washed aggregate against wire/fabric.
- Place weight on frame anchors.

Block and Gravel Curb Inlet Protection – Barrier formed around a curb inlet with concrete blocks and gravel. See [Figure II-4.2.9 Block and Gravel Curb Inlet Protection \(p.363\)](#).

- Use wire mesh with ½-inch openings.
- Place two concrete blocks on their sides abutting the curb at either side of the inlet opening. These are spacer blocks.
- Place a 2x4 stud through the outer holes of each spacer block to align the front blocks.
- Place blocks on their sides across the front of the inlet and abutting the spacer blocks.
- Place wire mesh over the outside vertical face.
- Pile coarse aggregate against the wire to the top of the barrier.

Curb and Gutter Sediment Barrier – Sandbag or rock berm (riprap and aggregate) 3 feet high and 3 feet wide in a horseshoe shape. See [Figure II-4.2.10 Curb and Gutter Barrier \(p.364\)](#).

- Construct a horseshoe shaped berm, faced with coarse aggregate if using riprap, 3 feet high and 3 feet wide, at least 2 feet from the inlet.
- Construct a horseshoe shaped sedimentation trap on the outside of the berm sized to sediment trap standards for protecting a culvert inlet.

Maintenance Standards

- Inspect catch basin filters frequently, especially after storm events. Clean and replace clogged inserts. For systems with clogged stone filters: pull away the stones from the inlet and clean or replace. An alternative approach would be to use the clogged stone as fill and put fresh stone around the inlet.
- Do not wash sediment into storm drains while cleaning. Spread all excavated material evenly over the surrounding land area or stockpile and stabilize as appropriate.

Approved as Equivalent

Ecology has approved products as able to meet the requirements of [BMP C220: Storm Drain Inlet Protection](#). The products did not pass through the Technology Assessment Protocol – Ecology (TAPE) process. Local jurisdictions may choose not to accept this product approved as equivalent, or may require additional testing prior to consideration for local use. The products are available for review on Ecology’s website at <http://www.ecy.wa.gov/programs/wq/stormwater/newtech/equivalent.html>

Figure II-4.2.9 Block and Gravel Curb Inlet Protection

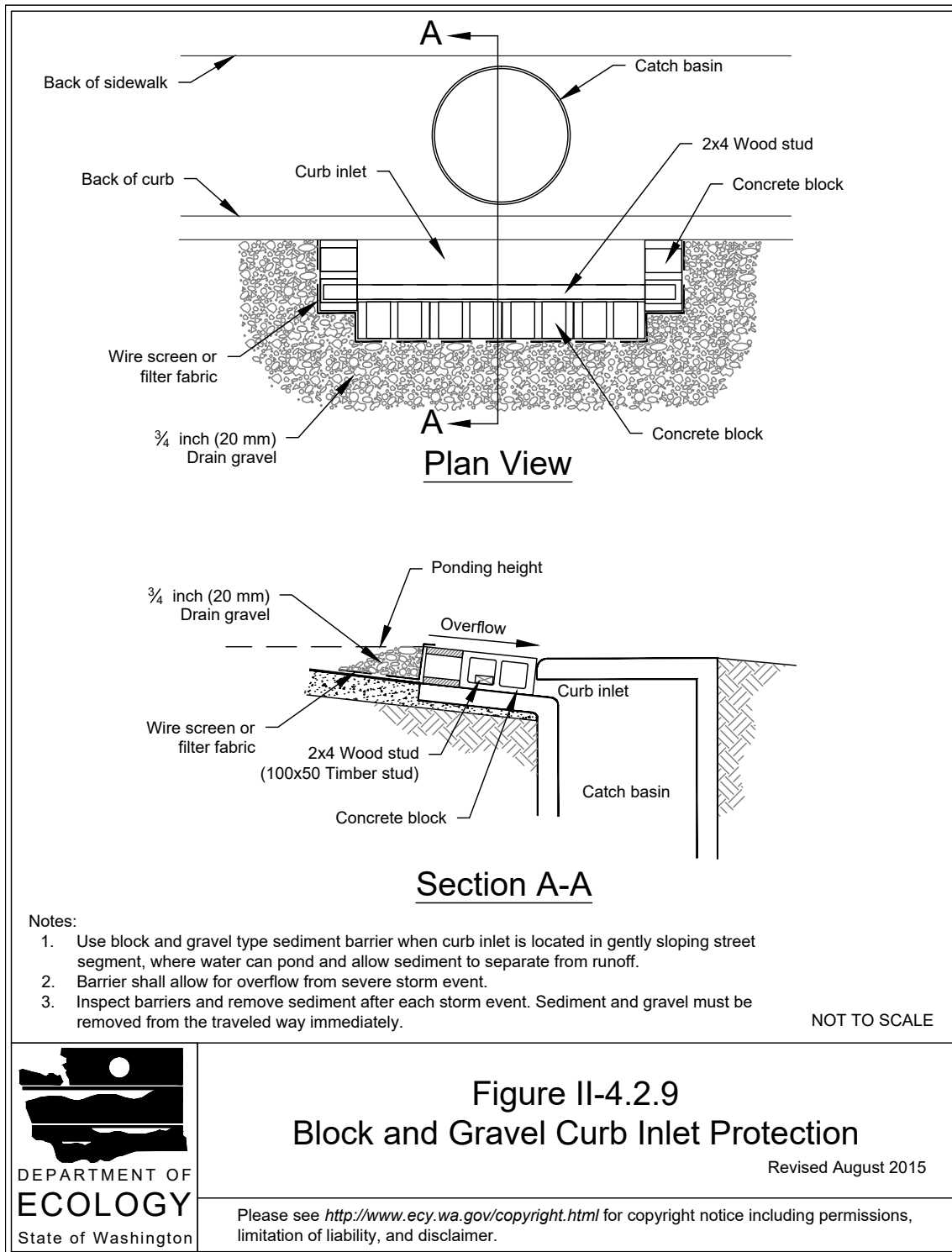
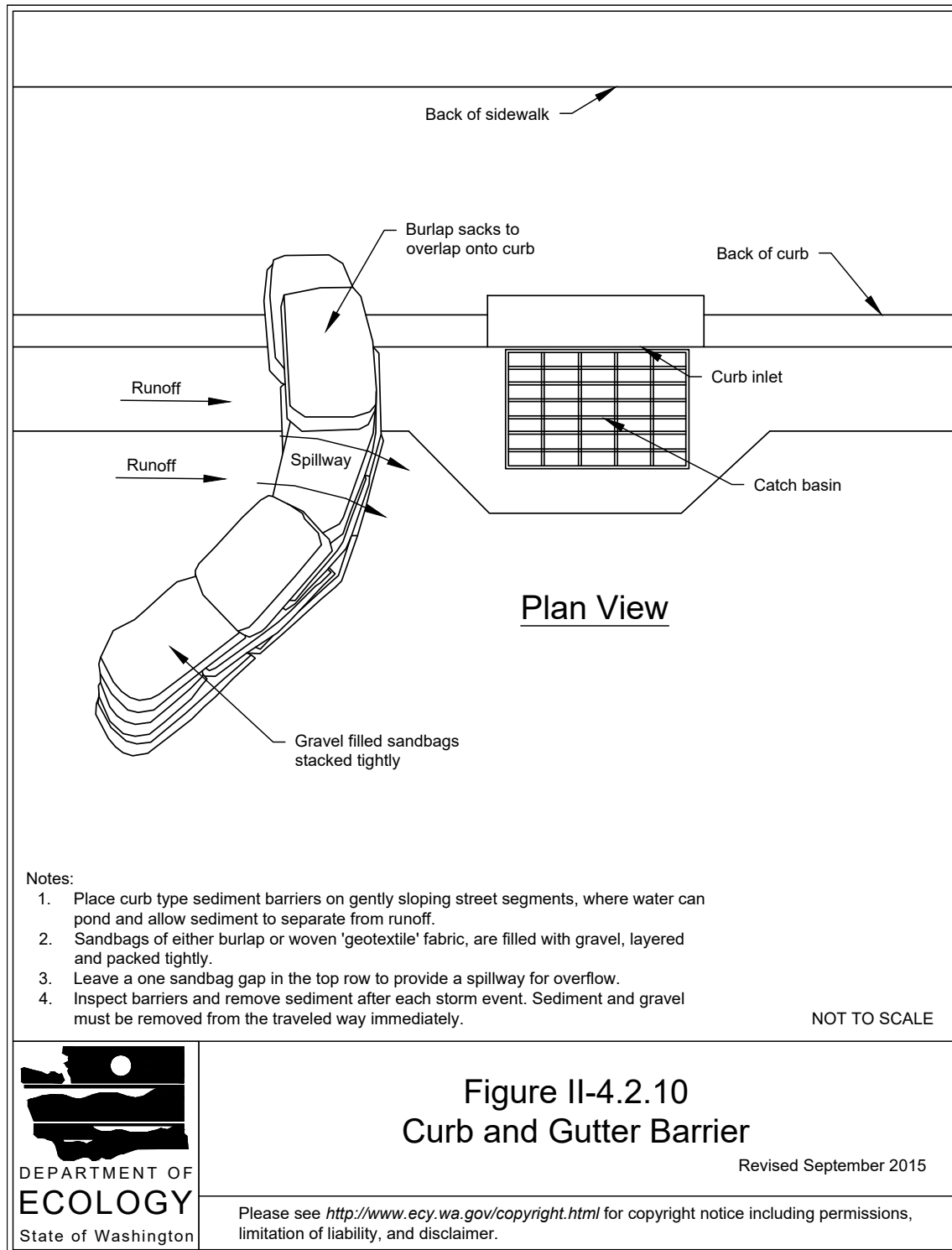


Figure II-4.2.10 Curb and Gutter Barrier



BMP C233: Silt Fence

Purpose

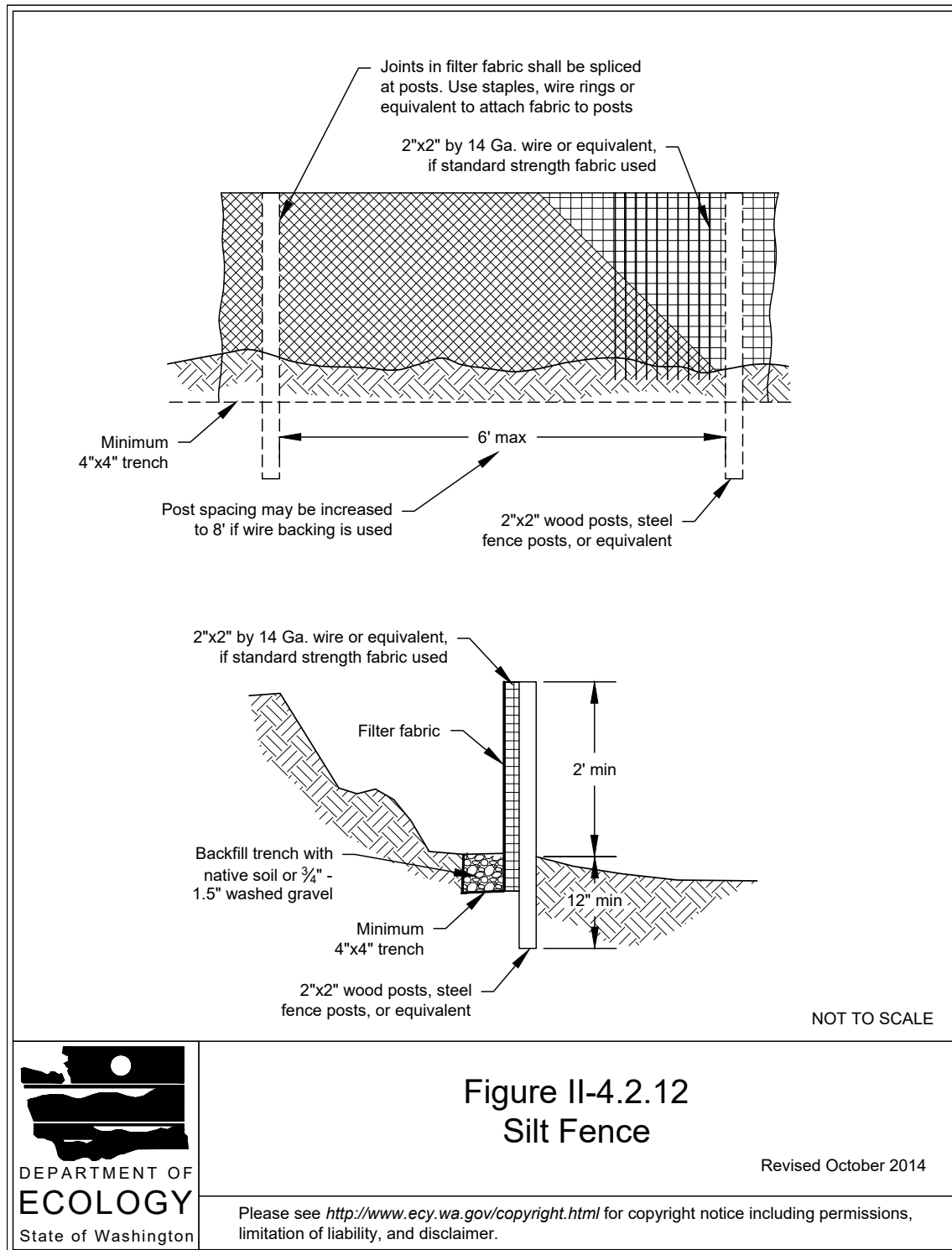
Use of a silt fence reduces the transport of coarse sediment from a construction site by providing a temporary physical barrier to sediment and reducing the runoff velocities of overland flow. See [Figure II-4.2.12 Silt Fence \(p.369\)](#) for details on silt fence construction.

Conditions of Use

Silt fence may be used downslope of all disturbed areas.

- Silt fence shall prevent soil carried by runoff water from going beneath, through, or over the top of the silt fence, but shall allow the water to pass through the fence.
- Silt fence is not intended to treat concentrated flows, nor is it intended to treat substantial amounts of overland flow. Convey any concentrated flows through the drainage system to a sediment pond.
- Do not construct silt fences in streams or use in V-shaped ditches. Silt fences do not provide an adequate method of silt control for anything deeper than sheet or overland flow.

Figure II-4.2.12 Silt Fence



Design and Installation Specifications

- Use in combination with sediment basins or other BMPs.
- Maximum slope steepness (normal (perpendicular) to fence line) 1H:1V.
- Maximum sheet or overland flow path length to the fence of 100 feet.
- Do not allow flows greater than 0.5 cfs.
- The geotextile used shall meet the following standards. All geotextile properties listed below are minimum average roll values (i.e., the test result for any sampled roll in a lot shall meet or exceed the values shown in [Table II-4.2.3 Geotextile Standards \(p.370\)](#)):

Table II-4.2.3 Geotextile Standards

Polymeric Mesh AOS (ASTM D4751)	0.60 mm maximum for slit film woven (#30 sieve). 0.30 mm maximum for all other geotextile types (#50 sieve). 0.15 mm minimum for all fabric types (#100 sieve).
Water Permittivity (ASTM D4491)	0.02 sec ⁻¹ minimum
Grab Tensile Strength (ASTM D4632)	180 lbs. Minimum for extra strength fabric. 100 lbs minimum for standard strength fabric.
Grab Tensile Strength (ASTM D4632)	30% maximum
Ultraviolet Resistance (ASTM D4355)	70% minimum

- Support standard strength fabrics with wire mesh, chicken wire, 2-inch x 2-inch wire, safety fence, or jute mesh to increase the strength of the fabric. Silt fence materials are available that have synthetic mesh backing attached.
- Filter fabric material shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life at a temperature range of 0°F. to 120°F.
- One-hundred percent biodegradable silt fence is available that is strong, long lasting, and can be left in place after the project is completed, if permitted by local regulations.
- Refer to [Figure II-4.2.12 Silt Fence \(p.369\)](#) for standard silt fence details. Include the following standard Notes for silt fence on construction plans and specifications:

1. The contractor shall install and maintain temporary silt fences at the locations shown in the Plans.
2. Construct silt fences in areas of clearing, grading, or drainage prior to starting those activities.
3. The silt fence shall have a 2-feet min. and a 2½-feet max. height above the original ground surface.
4. The filter fabric shall be sewn together at the point of manufacture to form filter fabric lengths as required. Locate all sewn seams at support posts. Alternatively, two sections of silt fence can be overlapped, provided the Contractor can demonstrate, to the satisfaction of the Engineer, that the overlap is long enough and that the adjacent fence sections are close enough together to prevent silt laden water from escaping through the fence at the overlap.
5. Attach the filter fabric on the up-slope side of the posts and secure with staples, wire, or in accordance with the manufacturer's recommendations. Attach the filter fabric to the posts in a manner that reduces the potential for tearing.
6. Support the filter fabric with wire or plastic mesh, dependent on the properties of the geotextile selected for use. If wire or plastic mesh is used, fasten the mesh securely to the up-slope side of the posts with the filter fabric up-slope of the mesh.
7. Mesh support, if used, shall consist of steel wire with a maximum mesh spacing of 2-inches, or a prefabricated polymeric mesh. The strength of the wire or polymeric mesh shall be equivalent to or greater than 180 lbs. grab tensile strength. The polymeric mesh must be as resistant to the same level of ultra-violet radiation as the filter fabric it supports.
8. Bury the bottom of the filter fabric 4-inches min. below the ground surface. Backfill and tamp soil in place over the buried portion of the filter fabric, so that no flow can pass beneath the fence and scouring cannot occur. When wire or polymeric back-up support mesh is used, the wire or polymeric mesh shall extend into the ground 3-inches min.
9. Drive or place the fence posts into the ground 18-inches min. A 12-inch min. depth is allowed if topsoil or other soft subgrade soil is not present and 18-inches cannot be reached. Increase fence post min. depths by 6 inches if the fence is located on slopes of 3H:1V or steeper and the slope is perpendicular to the fence. If required post depths cannot be obtained, the posts shall be adequately secured by bracing or guying to prevent overturning of the fence due to sediment loading.
10. Use wood, steel or equivalent posts. The spacing of the support posts shall

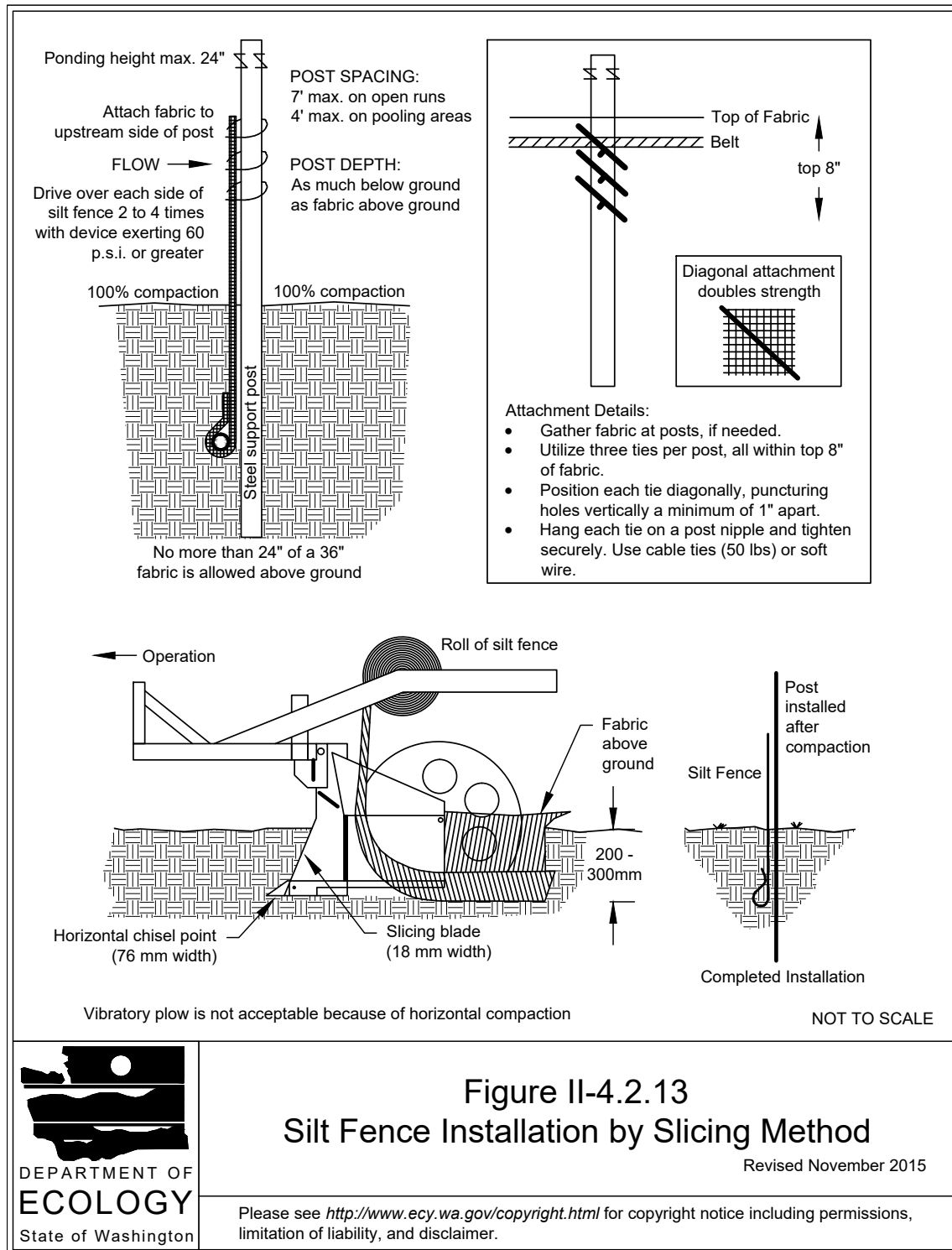
be a maximum of 6-feet. Posts shall consist of either:

- Wood with dimensions of 2-inches by 2-inches wide min. and a 3-foot min. length. Wood posts shall be free of defects such as knots, splits, or gouges.
 - No. 6 steel rebar or larger.
 - ASTM A 120 steel pipe with a minimum diameter of 1-inch.
 - U, T, L, or C shape steel posts with a minimum weight of 1.35 lbs./ft.
 - Other steel posts having equivalent strength and bending resistance to the post sizes listed above.
11. Locate silt fences on contour as much as possible, except at the ends of the fence, where the fence shall be turned uphill such that the silt fence captures the runoff water and prevents water from flowing around the end of the fence.
 12. If the fence must cross contours, with the exception of the ends of the fence, place gravel check dams perpendicular to the back of the fence to minimize concentrated flow and erosion. The slope of the fence line where contours must be crossed shall not be steeper than 3H:1V.
 - Gravel check dams shall be approximately 1-foot deep at the back of the fence. Gravel check dams shall be continued perpendicular to the fence at the same elevation until the top of the check dam intercepts the ground surface behind the fence.
 - Gravel check dams shall consist of crushed surfacing base course, gravel backfill for walls, or shoulder ballast. Gravel check dams shall be located every 10 feet along the fence where the fence must cross contours.
- Refer to [Figure II-4.2.13 Silt Fence Installation by Slicing Method \(p.374\)](#) for slicing method details. Silt fence installation using the slicing method specifications:
 1. The base of both end posts must be at least 2- to 4-inches above the top of the filter fabric on the middle posts for ditch checks to drain properly. Use a hand level or string level, if necessary, to mark base points before installation.
 2. Install posts 3- to 4-feet apart in critical retention areas and 6- to 7-feet apart in standard applications.
 3. Install posts 24-inches deep on the downstream side of the silt fence, and as close as possible to the filter fabric, enabling posts to support the filter fabric from upstream water pressure.
 4. Install posts with the nipples facing away from the filter fabric.

5. Attach the filter fabric to each post with three ties, all spaced within the top 8-inches of the filter fabric. Attach each tie diagonally 45 degrees through the filter fabric, with each puncture at least 1-inch vertically apart. Each tie should be positioned to hang on a post nipple when tightening to prevent sagging.
6. Wrap approximately 6-inches of fabric around the end posts and secure with 3 ties.
7. No more than 24-inches of a 36-inch filter fabric is allowed above ground level.

Compact the soil immediately next to the filter fabric with the front wheel of the tractor, skid steer, or roller exerting at least 60 pounds per square inch. Compact the upstream side first and then each side twice for a total of four trips. Check and correct the silt fence installation for any deviation before compaction. Use a flat-bladed shovel to tuck fabric deeper into the ground if necessary.

Figure II-4.2.13 Silt Fence Installation by Slicing Method



Maintenance Standards

- Repair any damage immediately.
- Intercept and convey all evident concentrated flows uphill of the silt fence to a sediment pond.
- Check the uphill side of the fence for signs of the fence clogging and acting as a barrier to flow and then causing channelization of flows parallel to the fence. If this occurs, replace the fence or remove the trapped sediment.
- Remove sediment deposits when the deposit reaches approximately one-third the height of the silt fence, or install a second silt fence.
- Replace filter fabric that has deteriorated due to ultraviolet breakdown.

Correspondence

There are no correspondence documents at this time.

Site Inspection Form

Site Inspection Form

General Information

Project Name:

Inspector Name:

Date:

Title:

CESCL # :

Time:

Inspection Type: ☐ After a rain event

☐ Weekly

☐ Turbidity/transparency benchmark exceedance

☐ Other

Weather

Precipitation

Since last inspection

In last 24 hours

Description of General Site Conditions:

Inspection of BMPs

Element 1: Mark Clearing Limits

BMP:

Location	Inspected		Functioning			Problem/Corrective Action
	Y	N	Y	N	NIP	

BMP:

Location	Inspected		Functioning			Problem/Corrective Action
	Y	N	Y	N	NIP	

Element 2: Establish Construction Access

BMP:

Location	Inspected		Functioning			Problem/Corrective Action
	Y	N	Y	N	NIP	

BMP:

Location	Inspected		Functioning			Problem/Corrective Action
	Y	N	Y	N	NIP	

Element 3: Control Flow Rates

BMP:

Location	Inspected		Functioning			Problem/Corrective Action
	Y	N	Y	N	NIP	

BMP:

Location	Inspected		Functioning			Problem/Corrective Action
	Y	N	Y	N	NIP	

Element 4: Install Sediment Controls

BMP:

Location	Inspected		Functioning			Problem/Corrective Action
	Y	N	Y	N	NIP	

BMP:

Location	Inspected		Functioning			Problem/Corrective Action
	Y	N	Y	N	NIP	

BMP:

Location	Inspected		Functioning			Problem/Corrective Action
	Y	N	Y	N	NIP	

BMP:

Location	Inspected		Functioning			Problem/Corrective Action
	Y	N	Y	N	NIP	

BMP:

Location	Inspected		Functioning			Problem/Corrective Action
	Y	N	Y	N	NIP	

Element 5: Stabilize Soils

BMP:

Location	Inspected		Functioning			Problem/Corrective Action
	Y	N	Y	N	NIP	

BMP:

Location	Inspected		Functioning			Problem/Corrective Action
	Y	N	Y	N	NIP	

BMP:

Location	Inspected		Functioning			Problem/Corrective Action
	Y	N	Y	N	NIP	

BMP:

Location	Inspected		Functioning			Problem/Corrective Action
	Y	N	Y	N	NIP	

Element 6: Protect Slopes

BMP:

Location	Inspected		Functioning			Problem/Corrective Action
	Y	N	Y	N	NIP	

BMP:

Location	Inspected		Functioning			Problem/Corrective Action
	Y	N	Y	N	NIP	

BMP:

Location	Inspected		Functioning			Problem/Corrective Action
	Y	N	Y	N	NIP	

Element 7: Protect Drain Inlets

BMP:

Location	Inspected		Functioning			Problem/Corrective Action
	Y	N	Y	N	NIP	

BMP:

Location	Inspected		Functioning			Problem/Corrective Action
	Y	N	Y	N	NIP	

BMP:

Location	Inspected		Functioning			Problem/Corrective Action
	Y	N	Y	N	NIP	

Element 8: Stabilize Channels and Outlets

BMP:

Location	Inspected		Functioning			Problem/Corrective Action
	Y	N	Y	N	NIP	

BMP:

Location	Inspected		Functioning			Problem/Corrective Action
	Y	N	Y	N	NIP	

BMP:

Location	Inspected		Functioning			Problem/Corrective Action
	Y	N	Y	N	NIP	

BMP:

Location	Inspected		Functioning			Problem/Corrective Action
	Y	N	Y	N	NIP	

Element 9: Control Pollutants

BMP:

Location	Inspected		Functioning			Problem/Corrective Action
	Y	N	Y	N	NIP	

BMP:

Location	Inspected		Functioning			Problem/Corrective Action
	Y	N	Y	N	NIP	

Element 10: Control Dewatering

BMP:

Location	Inspected		Functioning			Problem/Corrective Action
	Y	N	Y	N	NIP	

BMP:

Location	Inspected		Functioning			Problem/Corrective Action
	Y	N	Y	N	NIP	

BMP:

Location	Inspected		Functioning			Problem/Corrective Action
	Y	N	Y	N	NIP	

Stormwater Discharges From the Site

	Observed?		Problem/Corrective Action
	Y	N	
Location			
Turbidity			
Discoloration			
Sheen			
Location			
Turbidity			
Discoloration			
Sheen			

Water Quality Monitoring	
Was any water quality monitoring conducted?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If water quality monitoring was conducted, record results here:	
If water quality monitoring indicated turbidity 250 NTU or greater; or transparency 6 cm or less, was Ecology notified by phone within 24 hrs?	
	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Ecology was notified, indicate the date, time, contact name and phone number below:	
Date:	
Time:	
Contact Name:	
Phone #:	
General Comments and Notes	
Include BMP repairs, maintenance, or installations made as a result of the inspection.	
Were Photos Taken?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If photos taken, describe photos below:	

Construction Stormwater General Permit (CSWGP)

The Construction Stormwater General Permit will be inserted once it has been granted approval by the Department of Ecology.

303(d) List Waterbodies / TMDL Waterbodies Information

303d Listings

LISTING ID	CATEGORY 201	WATERBODY NAME	PARAMETER NAME
23529	5	DOGFISH CREEK	Dissolved Oxygen
73436	5	DOGFISH CREEK	Temperature

Contaminated Site Information

There are no known contaminated soils onsite at this time.

KITSAP TRANSIT

INVITATION FOR BIDS # KT 23-815

FOR

RUTH HAINES ROADWAY CONSTRUCTION

EXHIBIT B

**BID FORM AND SUPPLEMENTAL BIDDER
RESPONSIBILITY CRITERIA FORM**

DOCUMENTATION STATEMENTS

PART 1 – INSTRUCTIONS

All entries below shall be legible and entered in ink or typed. Do not leave an item blank or your Bid may be considered non-responsive. Mark spaces that do not apply to your firm with the initials "N/A" (Not Applicable).

PART 2 – CONTRACTOR INFORMATION

Business Name, as registered: _____

Type of Business (sole proprietorship, partnership, corporation, other) _____

Name & Title of person preparing Bid: _____

Mailing Address, including Zip Code: _____

Physical Address, including Zip Code: _____

Telephone/Fax Numbers, including Area Code: Ph: _____ Fax: _____

E-mail Address: _____

Federal Tax Identification Number: _____

WA State Contractor Registration Number: _____

WA Unified Business Identification (UBI) Number: _____

WA Industrial Insurance Account Identification Number: _____

WA Employment Security Dept. Number: _____

WA State Excise Tax Registration Number: _____

DBE / OMWBE / MBE / SDB Certification Number(s): _____

Dunns Registration Number: _____

PART 3 – RECEIPT OF ADDENDA**3.1 FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA MAY RESULT IN YOUR BID BEING CONSIDERED NON-RESPONSIVE.****3.2** Receipt of the following Addenda is acknowledged:

Addendum No.: _____ Received By: _____ Date: _____

Addendum No.: _____ Received By: _____ Date: _____

Addendum No.: _____ Received By: _____ Date: _____

3.3 No Addenda Received _____ (initial)

PART 4 – BIDDER’S CERTIFICATION AND GUARANTEE

4.1 I/WE CERTIFY, that to the best of my/our knowledge and belief that I/we fully understand:

- ❖ The nature of the Work and the goal of the Project;
- ❖ The instructions and requirements of the Contract Documents;
- ❖ The terms and conditions of the Contract Documents;
- ❖ That all costs are included this Bid including insurance, bonds, and prevailing wage filing fees;
- ❖ That the information contained in this Bid is accurate and complete;
- ❖ The offer shall be kept open for a period of ninety (90) days from the Bid Due Date;
- ❖ That I/we have the legal authority to commit this company to a contractual agreement;
- ❖ That final funding is based upon budget amounts approved by the Kitsap Transit Board of Directors.

4.2 I/WE GUARANTEE to complete the Work within ninety (90) Working Days following receipt of a Notice to Proceed (weather permitting), should I/We be the successful Bidder.

Authorized Signature

Date

Printed Name & Title: _____

PART 5: Schedule of Values:

Having carefully examined all documents for this Project, as well as the site of the Work, and the availability of materials and labor we, the above signed Bidder, propose to perform all Work identified herein in strict compliance with the Specifications, Plans, terms and conditions contained within the Contract Documents for the amounts set forth below:

Kitsap Transit KT 22-803 Charleston Base EV Infrastructure Phase 2

ITEM NO.	ITEM DESCRIPTION	SPEC REF.	EST. QTY.	UNITS	UNIT PRICE	AMOUNT
1	Minor Change	SP 1-04.4 (1)	20,000	CALC	\$	\$
2	Construction Surveying	SP 1-05.4	1	LS	\$	\$
3	Record Drawings (Min. Bid \$2000)	SP 1-05.18	1	LS	\$	\$
4	SPCC Plan	STD 1-07.15	1	LS	\$	\$
5	Potholing	SP 7.04	5	EA	\$	\$
6	Type B Progress Schedule	SP 1-08.3	1	LS	\$	\$
7	Mobilization	STD 1-09.7	1	LS	\$	\$
8	Project Temporary Traffic Control	SP 1-10	1	LS	\$	\$
9	Saw Cutting	SP 2-02.3	595	LF	\$	\$
10	Removal of Structures and Obstructions	SP 2-02.3	1	LS	\$	\$
11	Removing Asphalt Conc. Pavement	SP 2-02.3	286	SY	\$	\$
12	Removing Cement Conc. Pavement	SP 2-02.3	65	SY	\$	\$
13	Removing Cement Conc. Curb and Gutter	SP 2-02.3	65	LF	\$	\$
14	Removing Cement Conc. Sidewalk	SP 2-02.3	42	SY	\$	\$
15	Ditch Excavation Incl. Haul	STD 2-03	55	CY	\$	\$
16	Roadway Excavation Incl. Haul	STD 2-03	326	CY	\$	\$
17	Select Borrow Incl. Haul	STD 2-03	616	CY	\$	\$
18	Structure Excavation Class B Incl. Haul	STD 2-09	530	CY	\$	\$
19	Shoring or Extra Excavation Cl. B	STD 2-09.3	1,290	SF	\$	\$

20	Trimming and Cleanup	STD 2-11	1	LS	\$	\$
21	Gravel Base	STD 4-02	486	TN	\$	\$
22	Crushed Surfacing Top Course	STD 4-04	261	TN	\$	\$
23	HMA CL. 1/2 in. PG. 64-22	STD 5-04	244	TN	\$	\$
24	Cement Conc. Pavement	SP 5-05	65	SY	\$	\$
25	Underdrain Pipe 6 In. Diam.	STD 7-01	321	LF	\$	\$
26	Gravel Backfill for Drains	STD 7-01	119	CY	\$	\$
27	Schedule A Storm Sewer Pipe 12 in. Diam.	STD 7-04	109	LF	\$	\$
28	Testing Storm Sewer Pipe	STD 7-04	430	LF	\$	\$
29	Catch Basin Type 1	STD 7-05	7	EA	\$	\$
30	Catch Basin Type 2 48 In. Diam.	STD 7-05	1	EA	\$	\$
31	54" Diam. Control Structure w/ Solid Locking Lid	SP 7-05.2(A)	1	EA	\$	\$
32	River Rock	SP 7-06	3	CY	\$	\$
33	1 in Water Meter Service W/ Double Check Valve Assembly	SP 7-10	2	EA	\$	\$
34	Moving Existing Hydrant	STD 7-14	1	EA	\$	\$
35	Stormwater Detention System Complete	SP 7-20	1	LS	\$	\$
36	Erosion/Water Pollution Control	SP 8-01	1	LS	\$	\$
37	ESC Lead	SP 8-01	60	DAY	\$	\$
38	Check Dam	STD 8-01	16	LF	\$	\$
39	Silt Fence	STD 8-01	1,040	LF	\$	\$
40	Inlet Protection	STD 8-01	11	EA	\$	\$
41	Topsoil Type A	SP 8-02	228	CY	\$	\$
42	Bioretention Amended Soil	SP 8-05 & 9- 14.5(10)	163	CY	\$	\$
43	PSIPE Acer circinatum / Vine Maple	SP 8-02	6	EA	\$	\$

44	PSIPE Pseudotsuga mensiesii / Douglas Fir	SP 8-02	2	EA	\$	\$
45	PSIPE Ribes sanguineum / Red-Flowering Current	SP 8-02	3	EA	\$	\$
46	PSIPE Tilia cordata / Little-Leaf Linden	SP 8-02	23	EA	\$	\$
47	PSIPE Brachyglottis greyii 'Sunshine' / Daisy Bush	SP 8-02	13	EA	\$	\$
48	PSIPE Nandina domestica 'Moon Bay' / Moon Bay Nandina	SP 8-02	174	EA	\$	\$
49	PSIPE Gaura lindheimer 'Siskiyou Pink' / Pink Beeblossom	SP 8-02	202	EA	\$	\$
50	PSIPE Juncus effusus / Common Rush	SP 8-02	244	EA	\$	\$
51	PSIPE Juncus tenuis / Slender Rush	SP 8-02	82	EA	\$	\$
52	PSIPE Scirpoides microcarpus / Small-Flowering Bulrush	SP 8-02	82	EA	\$	\$
53	PSIPE Rosa Rugosa "Dwarf Pavement Series" / Dwarf Rosa Rugosa	SP 8-02	247	EA	\$	\$
54	PSIPE Iris variety / Reblooming Tall-Bearded Iris	SP 8-02	40	EA	\$	\$
55	Sandy Loam	SP 8-02	54	CY	\$	\$
56	Bark Mulch	SP 8-02	41	CY	\$	\$
57	Eco-Lawn	SP 8-02	1,121	SY	\$	\$
58	Irrigation System Complete	SP 8-03	1	LS	\$	\$
59	Irrigation 4" Diameter Sleeve	SP 8-03	220	LF	\$	\$
60	Cement Conc. Traffic Curb and Gutter	STD 8-04	725	LF	\$	\$
61	Cement Conc. Pedestrian Curb	STD 8-04	20	LF	\$	\$
62	Cement Conc. Driveway Entrance Type III	STD 8-06	38	SY	\$	\$
63	Coated Chain Link Fence 4' Tall	SP 8-12	45	LF	\$	\$
64	Monument Case and Cover	STD 8-13	2	EA	\$	\$

65	Cement Conc. Sidewalk	STD 8-14	8	SY	\$	\$
66	Cement Conc. Curb Ramp Type Single Direction	STD 8-14	2	EA	\$	\$
67	Detectable Warning Surface	STD 8-14	32	SF	\$	\$
68	Electrical Service Relocation and Vault	SP 8-20	1	LS	\$	\$
69	Illumination System Complete	SP 8-20	1	LS	\$	\$
70	Permenant Signing	STD 8-21	1	LS	\$	\$
71	Painted Double-Yellow Center Line	STD 8-22	360	LF	\$	\$
72	Plastic Stop Line	STD 8-22	60	LF	\$	\$
73	Plastic Traffic Arrow	STD 8-22	9	EA	\$	\$
74	Rockery Retaining Wall	SP 8-24	94	SF	\$	\$
75	Bollard Type 2	SP 8-30	3	EA	\$	\$
			TOTAL			\$

NON-COLLUSION

The Bidder affirms that, in connection with this Bid, the prices or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition and that the proposal herewith submitted is a genuine and not a sham or collusive Bid, or made in the interest or on behalf of any person not therein named; and further says that the said Bidder has not directly, or indirectly, induced or solicited any Bidder on the above Work or supplies to put a sham Proposal, or any other person or corporation to refrain from Bidding; and that said Bidder has not in any manner sought by collusion to secure to himself/herself an advantage over any other Bidders.

CONFLICTS OF INTEREST & ANTI-KICKBACKS

In regards to any performance of the Work or the provision of services or materials under the Contract resulting from this solicitation the Bidder affirms that:

1. It has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest, which conflicts in any manner or degree with the services required to be performed under this Contract and that it shall not employ any person or agent having such interest. In the event that the Bidder, as Contractor, or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to Kitsap Transit and take immediate action to eliminate the conflict or to withdraw from said Contract as Kitsap Transit may require.
2. No officer, employee, Board member, agent of Kitsap Transit, or family member of same shall have or acquire any personal interest in this submittal, or have solicited, accepted or granted a present or future gift, favor, service, or other thing of value from or to any person involved in this submittal and that no such gratuities were offered or given by the Bidder or any of its agents, employees or representatives, to any official, member or employee of Kitsap Transit or other governmental agency with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the Award or performance of this Contract.

CONTINGENT FEES AND GRATUITIES

The Bidder affirms that in connection with this Bid:

1. No person or selling agency, except bona fide employees or designated agents or representatives of the Bidder, has been employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid.
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of Kitsap Transit or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

SEGREGATED FACILITIES

The Bidder certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity or Civil Rights clause in any Contract resulting from acceptance of this Bid. As used in this Certification, the term "segregated facilities" means any waiting rooms, Work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact

segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise.

DEBARMENT AND SUSPENSION

The Bidder certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this Bid been convicted of, or had a civil judgment rendered against them for, commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 above; and
4. Have not within a three (3) year period preceding this Bid had one or more public transactions (Federal, State or local) terminated for cause or default.

If Bidder is unable to certify to any of the statements in this certification, the Bidder shall attach an explanation to this Section.

Note: The penalty for making false statements in offers is described in 18 U.S.C. 1001.

THE BIDDER CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3802, *ET SEQ.*, ARE APPLICABLE THERETO

Authorized Signature

Date

Printed Name & Title

Company Name

Subscribed and sworn to before me this _____ day of _____, 2023.

Notary Public in and for the State of _____,

residing in _____

Signature: _____

****THIS FORM MUST BE NOTARIZED AND SUBMITTED WITH YOUR BID****

KNOW ALL MEN BY THESE PRESENTS, That we,

_____,
as PRINCIPAL and _____,
a corporation duly organized under the laws of the State of _____, and authorized
to do business in the State of Washington, as SURETY, are held and firmly bound unto the KITSAP
TRANSIT SYSTEM, as OBLIGEE, in the full and penal sum of five percent (5%) of the total amount of the
Bid Proposal of said PRINCIPAL for the Work hereinafter described, for the payment of which, well and
truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns,
jointly and severally by these presents.

The condition of this bond is such, that whereas the PRINCIPAL is herewith submitting its sealed Proposal
for the following construction, to wit:

Ruth Haines Roadway Construction # KT 23-815

said Bid and Proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said Proposal Bid by the 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 bonds as required by the OBLIGEE within a period of twenty (20) days from and
after said Award, exclusive of the day of such Award, then this bond shall be null and void, otherwise it
shall remain and be in full force and effect. Alternatively, if the PRINCIPAL, after submitting a Bid for the
above named project, is awarded the Contract and fails to provide bonds acceptable to the OBLIGEE, the
PRINCIPAL shall forfeit to the OBLIGEE and pay the penal amount of the Bid Deposit.

IN TESTIMONY WHEREOF, The PRINCIPAL and SURETY have caused these presents to be signed and
sealed this _____ day of _____, 20__

By _____
Principal

By _____
Surety

Contractor Name

**** THIS FORM MUST BE SUBMITTED WITH YOUR BID ****

DOCUMENTATION STATEMENTS

***** THIS EXHIBIT SHALL BE RETURNED WITH YOUR BID*******Criterion 2.25(E) – Public Bidding Crime****Statement of Bidder certifying it has not been convicted of a crime:**

I, _____ an authorized representative of _____, a Bidder on this Project known as Ruth Haines Roadway Construction KT 23-815, do hereby certify and swear under penalty of perjury that _____ has not been convicted of a crime involving bidding on Public Works Contracts within five (5) years from the Bid submittal date on this Project.

Subscribed and sworn to this _____ of _____, 20__.

Company

Authorized Representative

Title

Criterion 2.25(F) – Termination for Cause or Default**Statement of Bidder certifying it has not been terminated for cause or default:**

I, _____ an authorized representative of _____, a Bidder on this Project known as Ruth Haines Roadway Construction KT 23-815, do hereby certify and swear under penalty of perjury that _____ has not had a government Public Works Contract terminated for cause by a government agency within five (5) years from the Bid submittal date on this Project.

Subscribed and sworn to this _____ of _____, 20__.

Company

Authorized Representative

Title

KITSAP TRANSIT
INVITATION FOR BIDS # KT 23-815
FOR
RUTH HAINES ROADWAY CONSTRUCTION
EXHIBIT C

Certification of Compliance with Wage Payment Statutes

60 Washington Ave. Ste. 200
Bremerton, WA 98337
Phone: 360.479.6962
Fax: 360.377.7086

www.kitsaptransit.org



Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date _____, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder's Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*



KITSAP TRANSIT
INVITATION FOR BIDS # KT 23-815
FOR
RUTH HAINES ROADWAY CONSTRUCTION
EXHIBIT D
Environmental Activities Manual Briefing Package



Environmental Management System Contractor/Supplier/Vendor Management

CM 4.4.6 (3a) Environmental Activities Manual Briefing Package

Requirements

- 1.0 Introduction**
- 2.0 General Environmental Management Procedures**
- 3.0 Waste Disposal**
- 4.0 Equipment Decommissioning**
- 5.0 Water Discharges**
- 6.0 Material Storage/Spills**
- 7.0 Storm Water Management**
- 8.0 PCBs**
- 9.0 Asbestos**
- 10.0 Lead**
- 11.0 CFCs**
- 12.0 Contractor Environmental Activity Review**
- APP Kitsap Transit Environmental Policy**

1.0 Introduction

- 1.1 The following information is supplied to contractors and suppliers who perform work on site for Kitsap Transit. The information presented in these guidelines has been developed in response to the Environmental Sustainability Management System (ESMS). The intent of this information is to make contractors and suppliers aware of the ESMS and to ensure conformance to applicable ESMS procedures and work instructions.
- 1.2 An important part of the ESMS relates to the control of contractors, subcontractors and persons working for or on behalf of Kitsap Transit who are required to comply with relevant environmental policies and procedures. The nature of these activities is such that their personnel have significant potential to affect environmental performance and regulatory compliance within Kitsap Transit. Contractor personnel and our personnel therefore must work together to achieve the goals of the environmental policy, objectives and targets and the protection of the environment. Contractors must be aware of the importance of compliance with relevant environmental legislation and regulations, and of the consequences of non-compliance.
- 1.3 Kitsap Transit operates an ESMS that meets the requirements of the ISO 14001 standard. Conformance with the environmental policy and all requirements noted in this document is expected of all contractors, subcontractors, vendors, and suppliers and their employees while working on site. Failure to follow these requirements can be grounds for termination of the on-site contract work.
- 1.4 For further information, please contact Kitsap Transit at 360-479-6962.

2.0 General Environmental Management Procedures

- 2.1 Contractors will not transport hazardous chemicals on site without having prior knowledge of the associated Safety Data Sheets (SDS). These materials include but are not limited to sealers, adhesives, paints, coatings, fuels, oils, acids and caustics. All sizes of containers require review and approval before their use on site.
- 2.2 Contractors will provide adequate control of fugitive dust emissions during all operations and activities.
- 2.3 Contractors will not discharge anything to drains and or sewers without the prior approval of Kitsap Transit.
- 2.4 Contractors will provide adequate spill/release prevention for all bulk materials.
- 2.5 Contractors will immediately notify Kitsap Transit of any reportable spills, releases or other environmental incidents. Contractors will follow up by submitting a completed Kitsap Transit Spill/Release Tracking form.
- 2.6 Contractors will properly label, store and dispose of all waste materials.
- 2.7 Contractors will be sensitive to the effects of noise, odor, light and traffic movement to the local community.
- 2.8 All contractors shall practice good housekeeping. They are responsible for keeping the site clean and orderly throughout the project. The removal of trash, etc. generated by the contractor's activities, or the activities of its employees is the contractor's responsibility.
- 2.9 Contractors will not engage in any excavation activities on site without the prior approval of Kitsap Transit.

3.0 Waste Disposal

- 3.1 All waste disposal (i.e. construction debris, scrap metal, non-hazardous waste, municipal solid waste, etc.) will be the responsibility of the contractor, the originator of the waste, unless otherwise pre-approved.
- 3.2 Kitsap Transit must be informed of all generated hazardous waste streams before a waste is generated and collected on site.

- 3.3 Kitsap Transit must be informed of the location of all generated hazardous waste storage areas, maximum quantities and the container type.
- 3.4 Containers must be labeled with their contents and the responsible contractor's name and contact information. NO UNLABELED CONTAINERS ARE PERMITTED ON SITE.
- 3.5 Shipping information and paperwork (SDS's, Waste Profiles, Bills of Lading and inventory) must be provided upon request.
- 3.6 Contractors will be contractually responsible for all regulated wastes.
- 3.7 Contractors will be responsible for providing waste disposal method(s) including recycle documentation, if applicable.

4.0 Equipment Decommissioning

- 4.1 All equipment will be thoroughly inspected by the contractor for fluid leaks or the release of other hazardous materials prior to removal from the job site.
- 4.2 Disposal of any waste generated will be handled in accordance with Section 3.0 above.

5.0 Water Discharges

- 5.1 Discharge of materials to ANY sewer system, other than sanitary sewage, is prohibited without the prior consent of Kitsap Transit.
- 5.2 Discharges of ANY material to outside drains other than storm water are prohibited under the established guidelines of the CLEAN WATER ACT.
- 5.3 In the event that Kitsap Transit approves discharges to sewers, the appropriate wastewater treatment plant must still be notified prior to discharges of any significant volume or any discharges that could affect the operations of the wastewater treatment plant.

6.0 Material Storage / Spills

- 6.1 There will be no outside storage of any materials without the consent of Kitsap Transit.
- 6.2 Approved outside storage areas for chemical materials must be equipped with **non-earthen** secondary containment equal to 110% of the capacity of the largest container by the contractor.
- 6.3 The contractor will ensure that all material containers owned or managed by the contractor will be properly labeled in accordance with the OSHA Hazard Communication Standard. This includes the complete contents of the container and the primary hazard.
- 6.4 The contractor will have available the safety data sheets (SDS's) for all chemical products in use at all times that their employees are working on site. SDS's will be made available to personnel, medical personnel, environmental personnel or their representatives upon request.
- 6.5 The contractor will ensure that chemical containers are closed except when in use.
- 6.6 Contractors will maintain spill kits to contain and clean up small spills generated by their employees or from their materials. Spill kits will be kept on site and will be easily accessible during an emergency.
- 6.7 Contractors will immediately notify Kitsap Transit in the event of a reportable spill or release of hazardous material, and will follow up submitting a completed Spill/Release Tracking form.

7.0 Storm Water Management

- 7.1 No process materials or any other sources of water pollutant shall be co-mingled with storm water.
- 7.2 Solids must be prevented from entering storm and/or sewer drains. Roadways and outside areas must be kept clean.

- 7.3 The contractor will install storm water control measures such as drain covers, silt fences and/or straw bales to control the solids entering storm drains from erosion or other processes.
- 7.4 All dirt piles must be covered to prevent solids from entering storm drains unless otherwise directed.
- 7.5 Vehicle maintenance shall not be performed near storm drains unless provisions have been made to contain any spills of vehicle fluids, including oil, gasoline and antifreeze.
- 7.6 Erosion and Sediment Control permits will be obtained from Kitsap County where required.

8.0 Polychlorinated Biphenyls (PCBs)

- 8.1 If a material is suspected to have PCB contamination, Kitsap Transit is to be notified.
- 8.2 All PCB removals shall be coordinated by Kitsap Transit .
- 8.3 Any lighting ballast that does not state that it is a non-PCB containing ballast must be disposed of as PCB containing.

9.0 Asbestos

- 9.1 Contractors will contact Kitsap Transit prior to any construction or demolition work that could disturb existing structures or equipment.
- 9.2 All asbestos removal and disposal activities will be conducted in accordance with procedures approved by Kitsap Transit.

10.0 Lead

- 10.1 Contractors are responsible for testing for the presence of lead-based paints when grinding or welding on building or building structural steel. Testing will be done by an approved lab as directed by Kitsap Transit.
- 10.2 All lead removal and disposal activities will be conducted in accordance with procedures approved by Kitsap Transit.

11.0 Chlorofluorocarbons (CFCs)

- 11.1 Contractors working on a project that involves the potential release of CFCs will provide copies of employee training certificates to Kitsap Transit upon request.
- 11.2 Intentional venting of CFCs to the atmosphere is prohibited.

12.0 Contractor / Supplier Environmental Review Questionnaire

- 12.1 Contractors are to submit the following forms (Environmental Checklist and Environmental Activity Statement) which contain written information outlining their activities and procedures for minimizing and managing the actual or potential environmental impacts of their operations. This must include an assessment of the potential risks to the environment, contractors, employees and other personnel associated with on-site activities and proposed measures for minimizing these risks.



EP 4.2 (2e)

Environmental Policy

The mission of Kitsap Transit is to provide safe, reliable and efficient transportation choices that enhance the quality of life in Kitsap County. The protection of the environment is one of the most important responsibilities any organization can undertake and Kitsap Transit has made that commitment.

It is Kitsap Transit's goal to carry out this mission in a way that establishes Kitsap Transit as a local, regional, and industry leader in environmental and sustainability management. As such, Kitsap Transit commits to implementing a formal Environmental and Sustainability Management System (ESMS) that will develop procedures and practices to continually improve in environmental awareness and prevention of pollution.

By enacting this Environmental and Sustainability Management System, Kitsap Transit will:

- Provide a framework for setting and regularly reviewing environmental and sustainability goals, objectives and targets.
- Keep environmental protection and sustainability in the forefront during the planning stages of new programs, construction, and in all work conducted at Kitsap Transit.
- Comply with applicable legal requirements and with other requirements to which the organization subscribes which relate to its environmental aspects.
- Minimize significant environmental impacts identified in the ESMS by establishing environmental and sustainability objectives, targets, and programs.
- Evaluate the effectiveness of Kitsap Transit's environmental performance through the periodic comprehensive review of Kitsap Transit's ESMS to ensure that established objectives, targets, and programs are met.
- Provide necessary training, education, and information to all Kitsap Transit staff and those working on Kitsap Transit's behalf in order to successfully carry out this policy in daily responsibilities and work functions.
- Maintain a commitment to continual improvement and prevention of pollution.

This policy will be communicated to all persons who work for, or on the behalf of Kitsap Transit, and will be available to the general public. It will be reviewed annually and, when necessary, revised.



John Clauson, Executive Director



Ellen Gustafson, Operations Director



CM 4.4.6 (2a) Contractor Management Environmental Checklist

THIS FORM MUST BE COMPLETED AND RETURNED TO KITSAP TRANSIT WITH YOUR QUOTE AND/OR BID PACKET and BEFORE THE CONTRACTED WORK CAN BEGIN.

CONTRACTOR NAME: _____

CONTACT PERSON: _____

CONTACT PHONE NUMBER: _____

Will the contracted activity, service, or purchase include any of the following?

<u>CONTRACTOR/SUPPLIER ACTIVITIES</u>	<u>Circle Yes or No to all questions</u>		<u>Comments</u>
Air Heating and Supply	Yes	No	
Mobile Transportation, such as forklift or carts	Yes	No	
Construction Activities	Yes	No	
Excavation or Grading	Yes	No	
Drilling or Blasting	Yes	No	
Rock Crushing	Yes	No	
Demolition	Yes	No	
Welding or Soldering	Yes	No	
Painting	Yes	No	
Asphalt Painting	Yes	No	
Use of Storage of Chemicals or Fuels	Yes	No	
Transfer of Bulk Materials	Yes	No	
Disposal of Chemical Wastes	Yes	No	
Disposal of General Wastes including any certificates of Recycling	Yes	No	

If yes, please describe waste streams:

<u>CONTRACTOR/SUPPLIER ACTIVITIES</u>	<u>Circle Yes or No to all questions</u>		<u>Comments</u>
Architectural Paint Removal	Yes	No	
Architectural Painting	Yes	No	
Hydro blasting	Yes	No	
Sandblasting	Yes	No	
Surface Preparation/Treatments such as floor and roof repair	Yes	No	
Purging or repair of distribution lines such as those for fuel, oil, or solvents	Yes	No	
Use of chemicals, solvents, caustics, acids, oils etc.	Yes	No	
Use of herbicides, pesticides, or insecticides	Yes	No	
Use or receipt of chemical materials	Yes	No	
Generation and disposal of chemical wastes generation of sealers, adhesives, coatings, or paints	Yes	No	
Welding, soldering, brazing, or similar activities	Yes	No	
Use of caustics or acids	Yes	No	
Use of combustion gases List type of gases:	Yes	No	
Use of Fuels List type of fuels:	Yes	No	
Laboratory installation	Yes	No	
Medical Waste	Yes	No	
Discharge to Storm Drains	Yes	No	

Additional Comments:

Contractor/Supplier/Vendor Environmental Activity Statement

This form must be completed, signed and returned with the quote and/or bid packet and before the contracted work can begin.

Information:

Company Name: _____

Contact: First Name: _____ Last Name: _____ Title: _____

Address: _____ City: _____ State: _____

Phone: _____ Fax: _____ Email: _____

Secondary Contact: _____ Sec. Phone: _____

Activities or Work Description:

Kitsap Transit site: _____

Briefly describe the activities or work to be undertaken by your company at the Kitsap Transit site.

Air Emissions:

Will the activities or work you perform produce or cause the release of any air emissions? YES or NO

If YES, list the air emissions and the method for preventing impact to the environment.

Water Discharges:

Will the activities or work you perform produce or cause the release of any wastewater? YES or NO

If YES, how will the wastewater be handled?

Materials:

What materials (chemicals, oils, etc.) and/or equipment will you be handling or bringing on site to perform the contracted work? Will storage of material be required? If yes, proper containments must be used.

Training:

Your employees should be trained on the proper handling of materials and equipment, and the proper response to incidents involving these materials. Describe the training that your employees receive.

Waste Generation:

Will the activities or work you perform result in the generation of any wastes? YES or NO

If YES, list the amounts and the types of wastes expected and the proposed disposal method including recycle documentation, if applicable.

Are any waste generated to be recycled? YES or NO

If YES, list the recyclables, where and how they will be recycled and provide recycle documentation.

Energy:

Will the activities or work consume energy? YES or NO
(electricity, compressed air, natural gas, steam, etc.)

If YES, explain what type of energy will be consumed, and how you will minimize consumption.

Other:

Are there any other ways in which your activities will affect or protect the environment? YES or NO

If YES, please describe below.

Environmental Agreement

My company and subcontractors that I may bring to the site will abide by all environmental regulations and policies whenever on the property. My company will train all personnel contracting on the property. Sign-in sheets will be maintained as evidence that environmental training has been conducted and will be made available upon request. Kitsap Transit will communicate applicable changes of the Environmental Management System to my company. Retraining of affected individuals will be conducted, as appropriate.

For questions or additional information contact Kitsap Transit at 360-479-6962.

Environmental Compliance Certification

The Contractor _____ certifies that it has read and completed Kitsap Transit's Environmental Activities Manual Briefing Package. The Contractor also certifies:

- It will comply with all requirements set forth in the package.
- It will implement, maintain and actively monitor the preventative measures described for each potential environmental hazard.
- That all costs associated with compliance are contained in their Bid pricing.
- That the preventative actions described are complete to the best of their knowledge.
- That all certificates of recycle, disposal and other "cradle-to-grave" documentation will be presented to Kitsap Transit before final payment can be processed.

If the Bidder is unable to certify to any of the statements in this certifications, the Bidder shall attach an explanation of the section. Failure to sign and return this form may result in your Bid being considered non-responsive.

Print Name

Title

Authorized Signature

Date



Kitsap Transit Review and Approval

A review of the above-submitted document has been found to be:

☐

COMPLETE – approved, no further action is needed.

☐

INCOMPLETE – a response must be received by: _____

Reviewed by: _____
(Print Name)

Signature: _____ Date: _____

KITSAP TRANSIT
INVITATION FOR BIDS # KT 23-815
FOR
RUTH HAINES ROADWAY CONSTRUCTION
EXHIBIT E
DAVIS BACON WAGE DETERMINATION WA20230001
02/03/2023

"General Decision Number: WA20230001 02/03/2023

Superseded General Decision Number: WA20220001

State: Washington

Construction Type: Highway

Counties: Washington Statewide.

HIGHWAY (Excludes D.O.E. Hanford Site in Benton and Franklin Counties)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	02/03/2023

CARP0003-006 06/01/2021

SOUTHWEST WASHINGTON: CLARK, COWLITZ, KLUCKITAT,
LEWIS(Piledriver only), PACIFIC (South of a straight line made
by extending the north boundary line of Wahkiakum County west
to Willapa Bay to the Pacific Ocean), SKAMANIA, and WAHIAKUM
Counties.

	Rates	Fringes
Carpenters:		
CARPENTERS.....	\$ 44.38	16.87
DIVERS TENDERS.....	\$ 49.09	16.87
DIVERS.....	\$ 93.09	16.87
DRYWALL.....	\$ 44.38	16.87
MILLWRIGHTS.....	\$ 46.89	16.87
PILEDRIERS.....	\$ 44.97	16.87

DEPTH PAY:

50 TO 100 FEET \$1.00 PER FOOT OVER 50 FEET
101 TO 150 FEET \$1.50 PER FOOT OVER 101 FEET
151 TO 200 FEET \$2.00 PER FOOT OVER 151 FEET

Zone Differential (Add up Zone 1 rates):

Zone 2 - \$0.85
Zone 3 - 1.25
Zone 4 - 1.70
Zone 5 - 2.00
Zone 6 - 3.00

BASEPOINTS: ASTORIA, LONGVIEW, PORTLAND, THE DALLES, AND
VANCOUVER, (NOTE: All dispatches for Washington State
Counties: Cowlitz, Wahkiakum and Pacific shall be from
Longview Local #1707 and mileage shall be computed from
that point.)

ZONE 1: Projects located within 30 miles of the respective
city hall of the above mentioned cities
ZONE 2: Projects located more than 30 miles and less than 40
miles of the respective city of the above mentioned cities
ZONE 3: Projects located more than 40 miles and less than 50
miles of the respective city of the above mentioned cities
ZONE 4: Projects located more than 50 miles and less than 60
miles of the respective city of the above mentioned cities.
ZONE 5: Projects located more than 60 miles and less than 70
miles of the respective city of the above mentioned cities
ZONE 6: Projects located more than 70 miles of the respected
city of the above mentioned cities

CARP0030-004 06/01/2021

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS,
MASON, PACIFIC (North of a straight line made by extending the
north boundary line of Wahkiakum County west to the Pacific
Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND
WHATCOM Counties

	Rates	Fringes
CARPENTER		
BRIDGE CARPENTERS.....	\$ 49.18	19.01

CARPENTERS ON CREOSOTE		
MATERIAL.....	\$ 47.02	19.01
CARPENTERS.....	\$ 49.18	19.01
DIVERS TENDER.....	\$ 54.54	19.01
DIVERS.....	\$ 103.43	19.01
MILLWRIGHT AND MACHINE		
ERECTORS.....	\$ 50.68	19.01
PILEDRIIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED		
MATERIAL, ALL PILING.....	\$ 49.58	19.01

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL
CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIIVERS

Hourly Zone Pay shall be paid on jobs located outside of the
free zone computed from the city center of the following
listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT
AND PILEDRIIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall,
Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles	Free
26-45 radius miles	\$.70/hour
Over 45 radius miles	\$1.50/hour

CARP0059-002 06/01/2019

ADAMS, ASOTIN, BENTON, CHELAN (East of 120th meridian),
COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT (East of
120th meridian), KITTITAS (East of 120th meridian), LINCOLN,
OKANOGAN (East of 120th meridian), PEND OREILLE, SPOKANE,
STEVENS, WALLA WALLA, WHITMAN, and YAKIMA (East of 120th
meridian) Counties

	Rates	Fringes
--	-------	---------

CARPENTER

GROUP 1.....	\$ 35.47	16.88
GROUP 2.....	\$ 47.42	18.96
GROUP 3.....	\$ 36.66	16.88
GROUP 4.....	\$ 36.66	16.88
GROUP 5.....	\$ 83.96	16.88

GROUP 6.....	\$ 40.23	16.88
GROUP 7.....	\$ 41.23	16.88
GROUP 8.....	\$ 37.66	16.88
GROUP 9.....	\$ 44.23	16.88

CARPENTER & DIVER CLASSIFICATIONS:

GROUP 1: Carpenter

GROUP 2: Millwright, Machine Erector

GROUP 3: Piledriver - includes driving, pulling, cutting, placing collars, setting, welding, or creosote treated material, on all piling

GROUP 4: Bridge, Dock, and Wharf carpenters

GROUP 5: Diver Wet

GROUP 6: Diver Tender, Manifold Operator, ROV Operator

GROUP 7: Diver Standby

GROUP 8: Assistant Diver Tender, ROV Tender/Technician

GROUP 9: Manifold Operator-Mixed Gas

ZONE PAY:

ZONE 1	0-45 MILES	FREE
ZONE 2	45-100	\$4.00/PER HOUR
ZONE 3	OVER 100 MILES	\$6.00/PER HOUR

DISPATCH POINTS:

CARPENTERS/MILLWRIGHTS: PASCO (515 N Neel Street) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS/PILEDRIIVER: SPOKANE (127 E. AUGUSTA AVE.) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: WENATCHEE (27 N. CHELAN) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: COEUR D' ALENE (1839 N. GOVERNMENT WAY) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: MOSCOW (306 N. JACKSON) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

DEPTH PAY FOR DIVERS BELOW WATER SURFACE:

50-100 feet	\$2.00 per foot
101-150 feet	\$3.00 per foot
151-220 feet	\$4.00 per foot
221 feet and deeper	\$5.00 per foot

PREMIUM PAY FOR DIVING IN ENCLOSURES WITH NO VERTICAL ASCENT:

0-25 feet	Free
26-300 feet	\$1.00 per Foot

SATURATION DIVING:

The standby rate applies until saturation starts. The

saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. the diver rate shall be paid for all saturation hours.

WORK IN COMBINATION OF CLASSIFICATIONS:

Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

HAZMAT PROJECTS:

Anyone working on a HAZMAT job (task), where HAZMAT certification is required, shall be compensated at a premium, in addition to the classification working in as follows:

LEVEL D + \$.25 per hour - This is the lowest level of protection. No respirator is used and skin protection is minimal.

LEVEL C + \$.50 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B + \$.75 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit".

LEVEL A +\$1.00 per hour - This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

CARP0770-003 06/01/2021

WEST OF 120TH MERIDIAN FOR THE FOLLOWING COUNTIES:
CHELAN, DOUGLAS, GRANT, KITTITAS, OKANOGAN, and YAKIMA

	Rates	Fringes
CARPENTER		
CARPENTERS ON CREOSOTE		
MATERIAL.....	\$ 47.02	19.01
CARPENTERS.....	\$ 49.18	19.01
DIVERS TENDER.....	\$ 54.54	19.01
DIVERS.....	\$ 103.43	19.01
MILLWRIGHT AND MACHINE		
ERECTORS.....	\$ 50.68	19.01
PILEDRIIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED		
MATERIAL, ALL PILING.....	\$ 49.58	19.01

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes

Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:

0 -25 radius miles	Free
26-35 radius miles	\$1.00/hour
36-45 radius miles	\$1.15/hour
46-55 radius miles	\$1.35/hour
Over 55 radius miles	\$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles	Free
26-45 radius miles	\$.70/hour
Over 45 radius miles	\$1.50/hour

ELEC0046-001 08/01/2022

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 72.29	27.07
ELECTRICIAN.....	\$ 65.72	26.87

* ELEC0048-003 01/01/2023

CLARK, KLICKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 57.35	27.54

HOURLY ZONE PAY:

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Portland, The Dalles, Hood River, Tillamook, Seaside and Astoria

Zone Pay:

Zone 1: 31-50 miles	\$1.50/hour
Zone 2: 51-70 miles	\$3.50/hour
Zone 3: 71-90 miles	\$5.50/hour
Zone 4: Beyond 90 miles	\$9.00/hour

*These are not miles driven. Zones are based on Delorme Street Atlas USA 2006 plus.

* ELEC0048-029 01/01/2023

COWLITZ AND WAHKIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 57.35	27.54

ELEC0073-001 07/01/2022		

ADAMS, FERRY, LINCOLN, PEND OREILLE, SPOKANE, STEVENS, WHITMAN
COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 34.10	16.68
ELECTRICIAN.....	\$ 41.30	20.09

* ELEC0076-002 02/01/2023		

GRAYS HARBOR, LEWIS, MASON, PACIFIC, PIERCE, AND THURSTON
COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 53.15	23.81
ELECTRICIAN.....	\$ 55.14	24.86

ELEC0112-005 06/01/2022		

ASOTIN, BENTON, COLUMBIA, FRANKLIN, GARFIELD, KITTITAS, WALLA
WALLA, YAKIMA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 54.34	24.26
ELECTRICIAN.....	\$ 51.75	24.18

ELEC0191-003 06/01/2020		

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.23	17.73
ELECTRICIAN.....	\$ 47.95	26.16

ELEC0191-004 06/01/2018		

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 40.82	17.63
ELECTRICIAN.....	\$ 42.45	21.34

ENGI0302-003 06/01/2022		

CHELAN (WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS (WEST OF
THE 120TH MERIDIAN), GRAYS HARBOR, ISLAND, JEFFERSON, KING,
KITSAP, KITTITAS, MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN),
SAN JUNA, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST OF THE
120TH MERIDIAN) COUNTIES

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1A.....	\$ 54.20	24.47
Group 1AA.....	\$ 54.98	24.47
Group 1AAA.....	\$ 55.78	24.47
Group 1.....	\$ 53.40	24.47
Group 2.....	\$ 52.72	24.47
Group 3.....	\$ 52.12	24.47
Group 4.....	\$ 48.78	24.47

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) - \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent,
Mount Vernon, Port Angeles, Port Townsend, Seattle,
Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom
(including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom
(including jib with attachments); Tower crane over 175 ft
in height, base to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom
(including jib with attachments); Crane-overhead, bridge
type, 100 tons and over; Tower crane up to 175 ft in height
base to boom; Loaders-overhead, 8 yards and over; Shovels,
excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons, under 150 ft
of boom (including jib with attachments); Crane-overhead,
bridge type, 45 tons thru 99 tons; Derricks on building
work; Excavator, shovel, backhoes over 3 yards and under 6
yards; Hard tail end dump articulating off-road equipment
45 yards and over; Loader- overhead 6 yards to, but not
including 8 yards; Mucking machine, mole, tunnel, drill
and/or shield; Quad 9, HD 41, D-10; Remote control operator
on rubber tired earth moving equipment; Rollagon;
Scrapers-self propelled 45 yards and over; Slipform pavers;
Transporters, all truck or track type

GROUP 2 - Barrier machine (zipper); Batch Plant Operaor-
Concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with
attachments; Crane-overhead, bridge type-20 tons through 44
tons; Chipper; Concrete Pump-truck mount with boom
attachment; Crusher; Deck Engineer/Deck Winches (power);
Drilling machine; Excavator, shovel, backhoe-3yards and
under; Finishing Machine, Bidwell, Gamaco and similar
equipment; Guardrail punch; Horizontal/directional drill
operator; Loaders-overhead under 6 yards; Loaders-plant
feed; Locomotives-all; Mechanics-all; Mixers-asphalt plant;
Motor patrol graders-finishing; Piledriver (other than
crane mount); Roto-mill,roto-grinder; Screedman, spreader,
topside operator-Blaw Knox, Cedar Rapids, Jaeger,
Caterpillar, Barbar Green; Scraper-self propelled, hard

tail end dump, articulating off-road equipment-under 45 yards; Subgrade trimmer; Tractors, backhoes-over 75 hp; Transfer material service machine-shuttle buggy, blaw knox-roadtec; Truck crane oiler/driver-100 tons and over; Truck Mount portable conveyor; Yo Yo Pay dozer

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Drill oilers-auger type, truck or crane mount; Dozers-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loader-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pumps-concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrpers-concrete and carry-all; Service engineer-equipment; Trenching machines; Truck Crane Oiler/Driver under 100 tons; Tractors, backhoe 75 hp and under

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete finish mahine-laser screed; Cranes-A frame-10 tons and under; Elevator and Manlift-permanent or shaft type; Gradechecker, Stakehop; Forklifts under 3000 lbs. with attachments; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger, mechanical; Power plant; Pumps, water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

HANDLING OF HAZARDOUS WASTE MATERIALS:

Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be elgible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing

H-2 Class ""C"" Suit - Base wage rate plus \$.25 per hour.

H-3 Class ""B"" Suit - Base wage rate plus \$.50 per hour.

H-4 Class ""A"" Suit - Base wage rate plus \$.75 per hour.

 ENGI0370-002 06/01/2021

ADAMS, ASOTIN, BENTON, CHELAN (EAST OF THE 120TH MERIDIAN), COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST OF THE 120TH MERIDIAN), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES

ZONE 1:

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 29.76	20.65

GROUP 2.....	\$ 30.08	20.65
GROUP 3.....	\$ 30.69	20.65
GROUP 4.....	\$ 30.85	20.65
GROUP 5.....	\$ 31.01	20.65
GROUP 6.....	\$ 31.21	20.65
GROUP 7.....	\$ 31.56	20.65
GROUP 8.....	\$ 32.66	20.65

ZONE DIFFERENTIAL (Add to Zone 1 rate): Zone 2 - \$2.00

Zone 1: Within 45 mile radius of Spokane, Pasco, Washington; Lewiston, Idaho

Zone 2: Outside 45 mile radius of Spokane, Pasco, Washington; Lewiston, Idaho

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel, or electric power); Deck Hand; Fireman & Heater Tender; Hydro-seeder, Mulcher, Nozzleman; Oiler Driver, & Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade, including seal and chip coatings (farm type, Case, John Deere & similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Welding Machine; Crane Oiler-Driver (CLD required) & Cable Tender, Mucking Machine

GROUP 2: A-frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled); Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums); Assistant Refrigeration Plant & Chiller Operator (over 1000 ton); Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bending Machine; Bob Cat (Skid Steer); Boring Machine (earth); Boring Machine (rock under 8 inch bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginaw or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Dumora, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Dozer/Tractor (up to D-6 or equivalent) and Traxcavator; Traverse Finish Machine;

Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond); Equipment Serviceman; Greaser & Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Plant Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8 inch bit)

GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under 3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derricks & Stifflegs (under 65 tons); Drilling Equipment (8 inch bit & over) (Robbins, reverse circulation & similar); Hoe Ram; Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operator (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar); Grade Checker

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches & Trimmers) (Autograde, ABC, R.A. Hansen & similar on grade wire); Backhoe (45,000 gw and over to 110,000 gw); Backhoes & Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units); Batch & Wet Mix Operator (multiple units, 2 & incl. 4); Blade Operator (motor patrol & attachments); Cable Controller (dispatcher); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver; Cranes (over 25 tons, to and including 45 tons), all attachments including clamshell, dragline; Crusher, Grizzle & Screening Plant Operator; Dozer, 834 R/T & similar; Drill Doctor; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.); Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Quad-Track or similar equipment; Rollerman (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, rubber-tired; Screed Operator; Shovel (under 3 yds.); Trenching Machines (7 ft. depth & over); Tug Boat Operator Vector guzzler, super sucker; Lime Batch Tank Operator (REcycle Train); Lime Brain Operator (Recycle Train); Mobile Crusher Operator (Recycle Train)

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragline; Derricks & Stiffleys (65 tons & over); Elevating Belt (Holland type); Heavy equipment robotics operator; Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads, ALL; H.D. Mechanic; H.D. Welder; Hydraulic Platform Trailers (Goldhofer, Shaurerly and Similar); Ultra High Pressure Waterjet Cutting Tool System Operator (30,000 psi); Vacuum Blasting Machine Operator

GROUP 8: Cranes (85 tons and over, and all climbing, overhead, rail and tower), all attachments including clamshell, dragline; Loaders (overhead and front-end, 10

yards and over); Helicopter Pilot

BOOM PAY: (All Cranes, Including Tower)

180 ft to 250 ft \$.50 over scale

Over 250 ft \$.80 over scale

NOTE:

In computing the length of the boom on Tower Cranes, they shall be measured from the base of the Tower to the point of the boom.

HAZMAT:

Anyone working on HAZMAT jobs, working with supplied air shall receive \$1.00 an hour above classification.

ENGI0612-001 06/01/2020

PIERCE County

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A.....	\$ 49.50	22.47
GROUP 1AA.....	\$ 50.22	22.47
GROUP 1AAA.....	\$ 50.94	22.47
GROUP 1.....	\$ 48.77	22.47
GROUP 2.....	\$ 48.15	22.47
GROUP 3.....	\$ 47.60	22.47
GROUP 4.....	\$ 44.55	22.47

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) = \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes- 200 tons to 300 tons, or 250 ft of boom (including jib with attachments; Tower crane over 175 ft in height, base to boom)

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead, 6 yards to, but not

including, 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9 HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self-propelled 45 yards and over; Slipform pavers; Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-Overhead, bridge type, 20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck engineer/deck winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Loaders, overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics- all; Mixers, asphalt plant; Motor patrol graders, finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self-propelled, hard tail end dump, articulating off-road equipment- under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than \$150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally

designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class "D" Suit - Base wage rate plus \$.50 per hour.

H-2 Class "C" Suit - Base wage rate plus \$1.00 per hour.

H-3 Class "B" Suit - Base wage rate plus \$1.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$2.00 per hour.

ENGI0612-012 06/01/2020

LEWIS, PACIFIC (portion lying north of a parallel line extending west from the northern boundary of Wahkaikum County to the sea) AND THURSTON COUNTIES

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A.....	\$ 48.41	22.47
GROUP 1AA.....	\$ 49.13	22.47
GROUP 1AAA.....	\$ 49.83	22.47
GROUP 1.....	\$ 47.70	22.47
GROUP 2.....	\$ 47.08	22.47
GROUP 3.....	\$ 46.55	22.47
GROUP 4.....	\$ 43.54	22.47

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) = \$1.00

Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom
(including jib with attachments)

GROUP 1AA - Cranes- 200 tons to 300 tons, or 250 ft of boom
(including jib with attachments; Tower crane over 175 ft in height, base to boom)

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom
(including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead, 6 yards to, but not

including, 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9 HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self-propelled 45 yards and over; Slipform pavers; Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-Overhead, bridge type, 20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck engineer/deck winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Loaders, overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics- all; Mixers, asphalt plant; Motor patrol graders, finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self-propelled, hard tail end dump, articulating off-road equipment- under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and bridges whose total value is less than \$1.5 million excluding mechanical, electrical, and utility portions of the contract.
2. Projects of less than \$1 million where no building is involved. Surfacing and paving included, but utilities excluded.
3. Marine projects (docks, wharfs, etc.) less than \$150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally

designated hazardous perimeter shall be eligible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class "D" Suit - Base wage rate plus \$.50 per hour.

H-2 Class "C" Suit - Base wage rate plus \$1.00 per hour.

H-3 Class "B" Suit - Base wage rate plus \$1.50 per hour.

H-4 Class "A" Suit - Base wage rate plus \$2.00 per hour.

ENGI0701-002 01/01/2018

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES

POWER EQUIPMENT OPERATORS: ZONE 1

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 41.65	14.35
GROUP 1A.....	\$ 43.73	14.35
GROUP 1B.....	\$ 45.82	14.35
GROUP 2.....	\$ 39.74	14.35
GROUP 3.....	\$ 38.59	14.35
GROUP 4.....	\$ 37.51	14.35
GROUP 5.....	\$ 36.27	14.35
GROUP 6.....	\$ 33.05	14.35

Zone Differential (add to Zone 1 rates):

Zone 2 - \$3.00

Zone 3 - \$6.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or projects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens "Blast Zone" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1

Concrete Batch Plant and or Wet mix three (3) units or more; Crane, Floating one hundred and fifty (150) ton but less than two hundred and fifty (250) ton; Crane, two hundred (200) ton through two hundred ninety nine (299) ton with two hundred foot (200') boom or less (including jib, inserts and/or attachments); Crane, ninety (90) ton through one hundred ninety nine (199) ton with over two hundred (200') boom Including jib, inserts and/or attachments); Crane, Tower Crane with one hundred seventy five foot (175') tower or less and with less than two hundred foot (200') jib; Crane, Whirley ninety (90) ton and over; Helicopter when used in erecting work

Group 1A

Crane, floating two hundred fifty (250) ton and over; Crane, two hundred (200) ton through two hundred ninety nine (299) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Crane, three hundred (300) ton through three hundred ninety nine (399) ton; Crane, Tower Crane with over one hundred seventy five foot (175') tower or over two hundred foot (200') jib; Crane, tower Crane on rail system or 2nd tower or more in work radius

Group 1B

Crane, three hundred (300) ton through three hundred ninety nine (399) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Floating crane, three hundred fifty (350) ton and over; Crane, four hundred (400) ton and over

Group 2

Asphalt Plant (any type); Asphalt Roto-Mill, pavement profiler eight foot (8') lateral cut and over; Auto Grader or "Trimmer"; Blade, Robotic; Bulldozer, Robotic Equipment (any type); Bulldozer, over one hundred twenty thousand (120,000) lbs. and above; Concrete Batch Plant and/or Wet Mix one (1) and two (2) drum; Concrete Diamond Head Profiler; Canal Trimmer; Concrete, Automatic Slip Form Paver (Assistant to the Operator required); Crane, Boom Truck fifty (50) ton and with over one hundred fifty foot (150') boom and over; Crane, Floating (derrick barge) thirty (30) ton but less than one hundred fifty (150) ton; Crane, Cableway twenty-five (25) ton and over; Crane, Floating Clamshell three (3) cu. Yds. And over; Crane, ninety (90) ton through one hundred ninety nine (199) ton up to and including two hundred foot (200') of boom

(including jib inserts and/or attachments); Crane, fifty (50) ton through eighty nine (89) ton with over one hundred fifty foot (150') boom (including jib inserts and/or attachments); Crane, Whirley under ninety (90) ton; Crusher Plant; Excavator over one hundred thirty thousand (130,000) lbs.; Loader one hundred twenty thousand (120,000) lbs. and above; Remote Controlled Earth Moving Equipment; Shovel, Dragline, Clamshell, five (5) cu. Yds. And over; Underwater Equipment remote or otherwise, when used in construction work; Wheel Excavator any size

Group 3

Bulldozer, over seventy thousand (70,000) lbs. up to and including one hundred twenty thousand (120,000) lbs.; Crane, Boom Truck fifty (50) ton and over with less than one hundred fifty foot (150') boom; Crane, fifty (50) ton through eighty nine (89) ton with one hundred fifty foot (150') boom or less (including jib inserts and/or attachments); Crane, Shovel, Dragline or Clamshell three (3) cu. yds. but less than five (5) cu. Yds.; Excavator over eighty thousand (80,000) lbs. through one hundred thirty thousand (130,000) lbs.; Loader sixty thousand (60,000) lbs. and less than one hundred twenty thousand (120,000) lbs.

Group 4

Asphalt, Screed; Asphalt Paver; Asphalt Roto-Mill, pavement profiler, under eight foot (8') lateral cut; Asphalt, Material Transfer Vehicle Operator; Back Filling Machine; Backhoe, Robotic, track and wheel type up to and including twenty thousand (20,000) lbs. with any attachments; Blade (any type); Boatman; Boring Machine; Bulldozer over twenty thousand (20,000) lbs. and more than one hundred (100) horse up to seventy thousand (70,000) lbs.; Cable-Plow (any type); Cableway up to twenty five (25) ton; Cat Drill (John Henry); Chippers; Compactor, multi-engine; Compactor, Robotic; Compactor with blade self-propelled; Concrete, Breaker; Concrete, Grout Plant; Concrete, Mixer Mobile; Concrete, Paving Road Mixer; Concrete, Reinforced Tank Banding Machine; Crane, Boom Truck twenty (20) ton and under fifty (50) ton; Crane, Bridge Locomotive, Gantry and Overhead; Crane, Carry Deck; Crane, Chicago Boom and similar types; Crane, Derrick Operator, under one hundred (100) ton; Crane, Floating Clamshell, Dragline, etc. Operator, under three (3) cu. yds. Or less than thirty (30) ton; Crane, under fifty (50) ton; Crane, Quick Tower under one hundred foot (100') in height and less than one hundred fifty foot (150') jib (on rail included); Diesel-Electric Engineer (Plant or Floating); Directional Drill over twenty thousand (20,000) lbs. pullback; Drill Cat Operator; Drill Doctor and/or Bit Grinder; Driller, Percussion, Diamond, Core, Cable, Rotary and similar type; Excavator Operator over twenty thousand (20,000) lbs. through eighty thousand (80,000) lbs.; Generator Operator; Grade-all; Guardrail Machines, i.e. punch, auger, etc.; Hammer Operator (Piledriver); Hoist, stiff leg, guy derrick or similar type, fifty (50) ton and over; Hoist, two (2) drums or more; Hydro Axe (loader mounted or similar type); Jack Operator, Elevating Barges, Barge Operator, self-unloading; Loader Operator, front end and overhead, twenty five thousand (25,000) lbs. and less than sixty thousand (60,000) lbs.; Log Skidders; Piledriver Operator (not crane type); Pipe, Bending, Cleaning, Doping and Wrapping Machines; Rail, Ballast Tamper Multi-Purpose; Rubber-tired

Dozers and Pushers; Scraper, all types; Side-Boom; Skip Loader, Drag Box; Strump Grinder (loader mounted or similar type); Surface Heater and Planer; Tractor, rubber-tired, over fifty (50) HP Flywheel; Trenching Machine three foot (3') depth and deeper; Tub Grinder (used for wood debris); Tunnel Boring Machine Mechanic; Tunnel, Mucking Machine; Ultra High Pressure Water Jet Cutting Tool System Operator; Vacuum Blasting Machine Operator; Water pulls, Water wagons

Group 5

Asphalt, Extrusion Machine; Asphalt, Roller (any asphalt mix); Asphalt, Roto-Mill pavement profiler ground man; Bulldozer, twenty thousand (20,000) lbs. or less, or one hundred (100) horse or less; Cement Pump; Chip Spreading Machine; Churn Drill and Earth Boring Machine; Compactor, self-propelled without blade; Compressor, (any power) one thousand two hundred fifty (1,250) cu. ft. and over, total capacity; Concrete, Batch Plant Quality control; Concrete, Combination Mixer and compressor operator, gunite work; Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb and Gutter; Concrete, Finishing Machine; Concrete, Grouting Machine; Concrete, Internal Full Slab Vibrator Operator; Concrete, Joint Machine; Concrete, Mixer single drum, any capacity; Concrete, Paving Machine eight foot (8') or less; Concrete, Planer; Concrete, Pump; Concrete, Pump Truck; Concrete, Pumpcrete Operator (any type); Concrete, Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Conveyored Material Hauler; Crane, Boom Truck under twenty (20) tons; Crane, Boom Type lifting device, five (5) ton capacity or less; Drill, Directional type less than twenty thousand (20,000) lbs. pullback; Fork Lift, over ten (10) ton or Robotic; Helicopter Hoist; Hoist Operator, single drum; Hydraulic Backhoe track type up to and including twenty thousand (20,000) lbs.; Hydraulic Backhoe wheel type (any make); Laser Screed; Loaders, rubber-tired type, less than twenty five thousand (25,000) lbs.; Pavement Grinder and/or Grooving Machine (riding type); Pipe, cast in place Pipe Laying Machine; Pulva-Mixer or similar types; Pump Operator, more than five (5) pumps (any size); Rail, Ballast Compactor, Regulator, or Tamper machines; Service Oiler (Greaser); Sweeper Self-Propelled; Tractor, Rubber-Tired, fifty (50) HP flywheel and under; Trenching Machine Operator, maximum digging capacity three foot (3') depth; Tunnel, Locomotive, Dinkey; Tunnel, Power Jumbo setting slip forms, etc.

Group 6

Asphalt, Pugmill (any type); Asphalt, Raker; Asphalt, Truck Mounted Asphalt Spreader, with Screed; Auger Oiler; Boatman; Bobcat, skid steer (less than one (1) yard); Broom, self-propelled; Compressor Operator (any power) under 1,250 cu. ft. total capacity; Concrete Curing Machine (riding type); Concrete Saw; Conveyor Operator or Assistant; Crane, Tugger; Crusher Feeder; Crusher Oiler; Deckhand; Drill, Directional Locator; Fork Lift; Grade Checker; Guardrail Punch Oiler; Hydrographic Seeder Machine, straw, pulp or seed; Hydrostatic Pump Operator; Mixer Box (CTB, dry batch, etc.); Oiler; Plant Oiler; Pump (any power); Rail, Brakeman, Switchman, Motorman; Rail, Tamping Machine, mechanical, self-propelled; Rigger; Roller grading (not asphalt); Truck, Crane Oiler-Driver

IRON0014-005 07/04/2022

ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN,
GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND ORIELLE, SPOKANE,
STEVENS, WALLA WALLA AND WHITMAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.21	31.47

IRON0029-002 07/01/2020

CLARK, COWLITZ, KLINKITAT, PACIFIC, SKAMANIA, AND WAHKAIKUM
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 39.10	29.75

IRON0086-002 07/04/2022

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.21	31.47

IRON0086-004 07/04/2022

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS,
MASON, PIERCE, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 49.90	31.82

LAB00238-004 06/01/2021

PASCO AREA: ADAMS, BENTON, COLUMBIA,DOUGLAS (East of 120th
Meridian), FERRY, FRANKLIN, GRANT, OKANOGAN, WALLA WALLA

SPOKANE AREA: ASOTIN, GARFIELD, LINCOLN, PEND OREILLE, SPOKANE,
STEVENS & WHITMAN COUNTIES

	Rates	Fringes
LABORER (PASCO)		
GROUP 1.....	\$ 26.69	13.65
GROUP 2.....	\$ 28.79	13.65
GROUP 3.....	\$ 29.06	13.65
GROUP 4.....	\$ 29.33	13.65
GROUP 5.....	\$ 29.61	13.65
LABORER (SPOKANE)		
GROUP 1.....	\$ 27.34	15.35
GROUP 2.....	\$ 29.44	15.35
GROUP 3.....	\$ 29.71	15.35
GROUP 4.....	\$ 29.98	15.35
GROUP 5.....	\$ 30.26	15.35

Zone Differential (Add to Zone 1 rate): \$2.00

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: 45 radius miles and over from the main post office.

LABORERS CLASSIFICATIONS

GROUP 1: Flagman; Landscape Laborer; Scaleman; Traffic Control Maintenance Laborer (to include erection and maintenance of barricades, signs and relief of flagperson); Window Washer/Cleaner (detail cleanup, such as, but not limited to cleaning floors, ceilings, walls, windows, etc. prior to final acceptance by the owner)

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Clean-up Laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezecrete or similar machine, 6 inches and smaller); Confined Space Attendant; Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Firewatch; Form Cleaning Machine Feeder, Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker, Level D (no respirator is used and skin protection is minimal); Miner, Class "A" (to include all bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly & dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man; All Other Work Classifications Not Specially Listed Shall Be Classified As General Laborer

GROUP 3: Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Firemen, non-mechanical; Driller Tender (when required to move and position machine); Form Setter, Paving; Grade Checker using level; Hazardous Waste Worker, Level C (uses a chemical "splash suit" and air purifying respirator); Jackhammer Operator; Miner, Class "B" (to include brakeman, finisher, vibrator, form setter); Nozzlemaster (to include squeeze and flo-crete nozzle); Nozzlemaster, water, air or steam; Pavement Breaker (under 90 lbs.); Pipelayer, corrugated metal culvert; Pipelayer, multi-plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Railroad Equipment, power driven, except dual mobile power spiker or puller; Railroad Power Spiker or Puller, dual mobile; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Water Pipe Liner; Wheelbarrow (power driven)

GROUP 4: Air and Hydraulic Track Drill; Asphalt Raker; Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when laborers working on free standing concrete

stacks for smoke or fume control above 40 feet high);
 Gunite (to include operation of machine and nozzle);
 Hazardous Waste Worker, Level B (uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical "splash suit"); High Scaler; Laser Beam Operator (to include grade checker and elevation control); Miner, Class C (to include miner, nozzleman for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzleman, over 1,200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer); Pipewrapper; Plasterer Tender; Vibrators (all)

GROUP 5 - Drills with Dual Masts; Hazardous Waste Worker, Level A (utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line); Miner Class "D", (to include raise and shaft miner, laser beam operator on riases and shafts)

 LAB00238-006 06/01/2021

COUNTIES EAST OF THE 120TH MERIDIAN: ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA, WHITMAN

	Rates	Fringes
Hod Carrier.....	\$ 30.00	13.50

LAB00242-003 06/01/2022		

KING COUNTY

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.82	13.80
GROUP 2A.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80
Group 6.....	\$ 45.91	13.90

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall
 ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
 ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
 ZONE 2 - \$1.00
 ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2A: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

Group 6: Miner

CLALLAM, GRAYS HARBOR, JEFFERSON, KITSAP, LEWIS, MASON, PACIFIC
(EXCLUDING SOUTHWEST), PIERCE, AND THURSTON COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.82	13.80
GROUP 2.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT,
TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT.
TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective
city hall

ZONE 2 - More than 25 but less than 45 radius miles from the
respective city hall

ZONE 3 - More than 45 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective
city hall

ZONE 2 - More than 25 radius miles from the respective city
hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window
Washer/Cleaner (detail clean-up, such as but not limited to
cleaning floors, ceilings, walls, windows, etc., prior to
final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer;
Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating
Screed; Asbestos Abatement Laborer; Ballast Regulator
Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter
Tender; Cement Finisher Tender; Change House or Dry Shack;
Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender;
Clean-up Laborer; Concrete Form Stripper; Curing Laborer;
Demolition (wrecking and moving including charred
material); Ditch Digger; Dump Person; Fine Graders;
Firewatch; Form Setter; Gabian Basket Builders; Grout
Machine Tender; Grinders; Guardrail Erector; Hazardous
Waste Worker (Level C: uses a chemical ""splash suit"" and
air purifying respirator); Maintenance Person; Material
Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale
Person; Sloper Sprayer; Signal Person; Stock Piler; Stake
Hopper; Toolroom Man (at job site); Topper-Tailer; Track

Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Grade Checker and Transit Person; High Scaler; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

LAB00292-008 06/01/2022

ISLAND, SAN JUAN, SKAGIT, SNOHOMISH, AND WHATCOM COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.82	13.80
GROUP 2.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall

ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

LAB00335-001 06/01/2022

CLARK, COWLITZ, KCLICKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHIAKUM COUNTY WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHIAKUM COUNTIES

Rates

Fringes

Laborers:

ZONE 1:

GROUP 1.....	\$ 37.98	13.80
GROUP 2.....	\$ 38.76	13.80
GROUP 3.....	\$ 39.35	13.80
GROUP 4.....	\$ 39.85	13.80
GROUP 5.....	\$ 34.75	13.80
GROUP 6.....	\$ 31.61	13.80
GROUP 7.....	\$ 27.44	13.80

Zone Differential (Add to Zone 1 rates):

Zone 2 \$ 0.65

Zone 3 - 1.15

Zone 4 - 1.70

Zone 5 - 2.75

BASE POINTS: LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city all.

ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Clean-up Laborers; Curing, Concrete; Demolition, Wrecking and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Median Rail Reference Post, Guide Post, Right of Way Marker; Fine Graders; Fire Watch; Form Strippers (not swinging stages); General Laborers; Hazardous Waste Worker; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or Similar Types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at job site); Tunnel Bullgang (above ground); Weight-Man- Crusher (aggregate when used)

GROUP 2: Applicator (including pot power tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean- up Nozzleman-Green Cutter (concrete, rock, etc.); Concrete Power Buggyman; Concrete Laborer; Crusher Feeder; Demolition and Wrecking Charred Materials; Guniting Nozzleman Tender; Guniting or Sand Blasting Pot Tender; Handlers or Mixers of all Materials of an irritating nature (including cement and lime); Tool Operators (includes but not limited to: Dry Pack Machine; Jackhammer; Chipping Guns; Paving Breakers); Pipe Doping and Wrapping; Post Hole Digger, air, gas or electric; Vibrating Screed; Tampers; Sand Blasting (Wet); Stake-Setter; Tunnel-Muckers, Brakemen, Concrete Crew,

Bullgang (underground)

GROUP 3: Asbestos Removal; Bit Grinder; Drill Doctor; Drill Operators, air tracks, cat drills, wagon drills, rubber-mounted drills, and other similar types including at crusher plants; Gunite Nozzelman; High Scalers, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Manhole Builder; Powdermen; Concrete Saw Operator; Powdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemen; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks, Tugger Operator; Tunnel-Chuck Tenders, Nippers and Timbermen; Vibrator; Water Blaster

GROUP 4: Asphalt Raker; Concrete Saw Operator (walls); Concrete Nozzelman; Grade Checker; Pipelayer; Laser Beam (pipelaying)-applicable when employee assigned to move, set up, align; Laser Beam; Tunnel Miners; Motorman-Dinky Locomotive-Tunnel; Powderman-Tunnel; Shield Operator-Tunnel

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

LAB00335-019 06/01/2022

	Rates	Fringes
Hod Carrier.....	\$ 37.98	13.80

LAB00348-003 06/01/2022

CHELAN, DOUGLAS (W OF 12TH MERIDIAN), KITTITAS, AND YAKIMA COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 25.37	13.80
GROUP 2.....	\$ 29.16	13.80
GROUP 3.....	\$ 31.94	13.80
GROUP 4.....	\$ 32.72	13.80
GROUP 5.....	\$ 32.09	13.19

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall

ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

STATEWIDE EXCEPT CLARK, COWLITZ, KLUCKITAT, PACIFIC (SOUTH),
SKAMANIA, AND WAHIAKUM COUNTIES

	Rates	Fringes
Painters:		
STRIPERS.....	\$ 33.37	18.53

PAIN0005-004 03/01/2009

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS,
MASON, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND
WHATCOM COUNTIES

	Rates	Fringes
PAINTER.....	\$ 20.82	7.44

* PAIN0005-006 07/01/2018

ADAMS, ASOTIN; BENTON AND FRANKLIN (EXCEPT HANFORD SITE);
CHELAN, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, KITTITAS,
LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA,
WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
PAINTER		
Application of Cold Tar		
Products, Epoxies, Polyure		
thanes, Acids, Radiation		
Resistant Material, Water		
and Sandblasting.....	\$ 30.19	11.71
Over 30'/Swing Stage Work..	\$ 22.20	7.98
Brush, Roller, Striping,		
Steam-cleaning and Spray....	\$ 22.94	11.61
Lead Abatement, Asbestos		
Abatement.....	\$ 21.50	7.98

*\$.70 shall be paid over and above the basic wage rates
listed for work on swing stages and high work of over 30
feet.

PAIN0055-003 07/01/2020

CLARK, COWLITZ, KLUCKITAT, PACIFIC, SKAMANIA, AND WAHIAKUM
COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 26.56	13.40
Spray and Sandblasting.....	\$ 26.56	13.40

All high work over 60 ft. = base rate + \$.75

PAIN0055-006 01/01/2022

CLARK, COWLITZ, KLUCKITAT, SKAMANIA and WAHIAKUM COUNTIES

Rates Fringes

Painters:

HIGHWAY & PARKING LOT
STRIPER.....\$ 48.17 16.00

PLAS0072-004 06/01/2020

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY,
FRANKLIN, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND
OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND YAKIMA
COUNTIES

Rates Fringes

CEMENT MASON/CONCRETE FINISHER
ZONE 1.....\$ 31.30 15.53

Zone Differential (Add to Zone 1 rate): Zone 2 - \$2.00

BASE POINTS: Spokane, Pasco, Lewiston; Wenatchee
Zone 1: 0 - 45 radius miles from the main post office
Zone 2: Over 45 radius miles from the main post office

PLAS0528-001 06/01/2022

CLALLAM, COWLITZ, GRAYS HARBOR, ISLAND, JEFFERSON, KING,
KITSAP, LEWIS, MASON, PACIFIC, PIERCE, SAN JUAN, SKAGIT,
SNOHOMISH, THURSTON, WAHKIAKUM AND WHATCOM COUNTIES

Rates Fringes

CEMENT MASON
CEMENT MASON.....\$ 50.00 19.59
COMPOSITION, TROWEL
MACHINE, GRINDER, POWER
TOOLS, GUNNITE NOZZLE.....\$ 50.50 19.59
TROWELING MACHINE OPERATOR
ON COMPOSITION.....\$ 50.50 19.59

PLAS0555-002 07/01/2019

CLARK, KLICKITAT AND SKAMANIA COUNTIES

ZONE 1:

Rates Fringes

CEMENT MASON
CEMENT MASONS DOING BOTH
COMPOSITION/POWER
MACHINERY AND
SUSPENDED/HANGING SCAFFOLD..\$ 37.32 18.77
CEMENT MASONS ON
SUSPENDED, SWINGING AND/OR
HANGING SCAFFOLD.....\$ 36.58 18.77
CEMENT MASONS.....\$ 35.85 18.77
COMPOSITION WORKERS AND
POWER MACHINERY OPERATORS...\$ 36.58 18.77

Zone Differential (Add To Zone 1 Rates):

Zone 2 - \$0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND,
SALEM, THE DALLES, VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall
ZONE 2: More than 30 miles but less than 40 miles from the
respective city hall.
ZONE 3: More than 40 miles but less than 50 miles from the
respective city hall.
ZONE 4: More than 50 miles but less than 80 miles from the
respective city hall.
ZONE 5: More than 80 miles from the respective city hall

TEAM0037-002 06/01/2020

CLARK, COWLITZ, KLINKITAT, PACIFIC (South of a straight line
made by extending the north boundary line of Wahkiakum County
west to the Pacific Ocean), SKAMANIA, AND WAHIAKUM COUNTIES

	Rates	Fringes
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Truck drivers:

ZONE 1		
GROUP 1.....	\$ 29.33	16.40
GROUP 2.....	\$ 29.46	16.40
GROUP 3.....	\$ 29.60	16.40
GROUP 4.....	\$ 29.89	16.40
GROUP 5.....	\$ 30.03	16.40
GROUP 6.....	\$ 30.31	16.40
GROUP 7.....	\$ 30.53	16.40

Zone Differential (Add to Zone 1 Rates):

Zone 2 - \$0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city
hall.

ZONE 2: More than 30 miles but less than 40 miles from the
respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the
respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the
respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: A Frame or Hydra lift truck w/load bearing
surface; Articulated Dump Truck; Battery Rebuilders; Bus or
Manhaul Driver; Concrete Buggies (power operated); Concrete
Pump Truck; Dump Trucks, side, end and bottom dumps,

including Semi Trucks and Trains or combinations there of:
up to and including 10 cu. yds.; Lift Jitneys, Fork Lifts
(all sizes in loading, unloading and transporting material
on job site); Loader and/or Leverman on Concrete Dry Batch
Plant (manually operated); Pilot Car; Pickup Truck; Solo
Flat Bed and misc. Body Trucks, 0-10 tons; Truck Tender;
Truck Mechanic Tender; Water Wagons (rated capacity) up to
3,000 gallons; Transit Mix and Wet or Dry Mix - 5 cu. yds.
and under; Lubrication Man, Fuel Truck Driver, Tireman,
Wash Rack, Steam Cleaner or combinations; Team Driver;
Slurry Truck Driver or Leverman; Tireman

GROUP 2: Boom Truck/Hydra-lift or Retracting Crane;
Challenger; Dumpsters or similar equipment all sizes; Dump
Trucks/Articulated Dumps 6 cu to 10 cu.; Flaherty Spreader
Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer
or doubles transporting equipment or wet or dry materials;
Lumber Carrier, Driver-Straddle Carrier (used in loading,
unloading and transporting of materials on job site); Oil
Distributor Driver or Leverman; Transit mix and wet or dry
mix trucks: over 5 cu. yds. and including 7 cu. yds.;
Vacuum Trucks; Water truck/Wagons (rated capacity) over
3,000 to 5,000 gallons

GROUP 3: Ammonia Nitrate Distributor Driver; Dump trucks,
side, end and bottom dumps, including Semi Trucks and
Trains or combinations thereof: over 10 cu. yds. and
including 30 cu. yds. includes Articulated Dump Trucks;
Self-Propelled Street Sweeper; Transit mix and wet or dry
mix truck: over 7 cu yds. and including 11 cu yds.; Truck
Mechanic-Welder-Body Repairman; Utility and Clean-up Truck;
Water Wagons (rated capacity) over 5,000 to 10,000 gallons

GROUP 4: Asphalt Burner; Dump Trucks, side, end and bottom
cumps, including Semi-Trucks and Trains or combinations
thereof: over 30 cu. yds. and including 50 cu. yds.
includes Articulated Dump Trucks; Fire Guard; Transit Mix
and Wet or Dry Mix Trucks, over 11 cu. yds. and including
15 cu. yds.; Water Wagon (rated capacity) over 10,000
gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump Trucks, side, end and
bottom dumps, including Semi Trucks and Trains or
combinations thereof: over 50 cu. yds. and including 60 cu.
yds. includes Articulated Dump Trucks

GROUP 6: Bulk Cement Spreader w/o Auger; Dry Pre-Batch
concrete Mix Trucks; Dump trucks, side, end and bottom
dumps, including Semi Trucks and Trains of combinations
thereof: over 60 cu. yds. and including 80 cu. yds., and
includes Articulated Dump Trucks; Skid Truck

GROUP 7: Dump Trucks, side, end and bottom dumps, including
Semi Trucks and Trains or combinations thereof: over 80 cu.
yds. and including 100 cu. yds., includes Articulated Dump
Trucks; Industrial Lift Truck (mechanical tailgate)

* TEAM0174-001 06/01/2020

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS,
MASON, PACIFIC (North of a straight line made by extending the
north boundary line of Wahkiakum County west to the Pacific
Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND
WHATCOM COUNTIES

	Rates	Fringes
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Truck drivers:

ZONE A:

GROUP 1:.....	\$ 42.88	20.92
GROUP 2:.....	\$ 42.04	20.92
GROUP 3:.....	\$ 39.23	20.92
GROUP 4:.....	\$ 34.26	20.92
GROUP 5:.....	\$ 42.43	20.92

ZONE B (25-45 miles from center of listed cities*): Add \$.70 per hour to Zone A rates.

ZONE C (over 45 miles from center of listed cities*): Add \$1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - "A-frame or Hydralift" trucks and Boom trucks or similar equipment when "A" frame or "Hydralift" and Boom truck or similar equipment is used; Buggymobile; Bulk Cement Tanker; Dumpsters and similar equipment, Tournorockers, Tournowagon, Tournotrailer, Cat DW series, Terra Cobra, Le Tourneau, Westinghouse, Athye Wagon, Euclid Two and Four-Wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards \$.15 per hour additional for each 10 yard increment; Explosive Truck (field mix) and similar equipment; Hyster Operators (handling bulk loose aggregates); Lowbed and Heavy Duty Trailer; Road Oil Distributor Driver; Spreader, Flaherty Transit mix used exclusively in heavy construction; Water Wagon and Tank Truck-3,000 gallons and over capacity

GROUP 2 - Bulllifts, or similar equipment used in loading or unloading trucks, transporting materials on job site; Dumpsters, and similar equipment, Tournorockers, Tournowagon, Tournotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired)(when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

GROUP 3 - Flatbed (single rear axle); Pickup Sweeper; Pickup Truck. (Adjust Group 3 upward by \$2.00 per hour for onsite work only)

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

TEAM0690-004 01/01/2019

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
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Truck drivers: (AREA 1:
SPOKANE ZONE CENTER: Adams,
Chelan, Douglas, Ferry,
Grant, Kittitas, Lincoln,
Okanogan, Pen Oreille,
Spokane, Stevens, and Whitman
Counties

AREA 1: LEWISTON ZONE CENTER:
Asotin, Columbia, and
Garfield Counties

AREA 2: PASCO ZONE CENTER:
Benton, Franklin, Walla Walla
and Yakima Counties)

AREA 1:		
GROUP 1.....	\$ 23.91	17.40
GROUP 2.....	\$ 26.18	17.40
GROUP 3.....	\$ 26.68	17.40
GROUP 4.....	\$ 27.01	17.40
GROUP 5.....	\$ 27.12	17.40
GROUP 6.....	\$ 27.29	17.40
GROUP 7.....	\$ 27.82	17.40
GROUP 8.....	\$ 28.18	17.40
AREA 2:		
GROUP 1.....	\$ 26.05	17.40
GROUP 2.....	\$ 28.69	17.40
GROUP 3.....	\$ 28.80	17.40
GROUP 4.....	\$ 29.13	17.40
GROUP 5.....	\$ 29.24	17.40
GROUP 6.....	\$ 29.24	17.40
GROUP 7.....	\$ 29.78	17.40

GROUP 8.....\$ 30.10

17.40

Zone Differential (Add to Zone 1 rate: Zone 1 + \$2.00)

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.

Zone 2: Outside 45 radius miles from the main post office

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and under); Leverperson (loading trucks at bunkers); Trailer Mounted Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel Operator; Tractor (small, rubber-tired, pulling trailer or similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile & Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. & under); Flat Bed Truck with Hydraulic System; Fork Lift (3001-16,000 lbs.); Fuel Truck Driver, Steamcleaner & Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson; Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6 yds.); Trucks, side, end, bottom & articulated end dump (3 yards to and including 6 yds.); Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser; Trucks, side, end, bottom & articulated end dump (over 6 yards to and including 12 yds.); Truck Mounted Hydro Seeder; Warehouseperson; Water Tank truck (0-8,000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self-loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom and end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled, up to 14 ton); Vacuum Truck (super sucker, guzzler, etc.)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Mechanic (Field); Semi-end Dumps; Transfer Truck & Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom and articulated end dump (over 20 yds. to & including 40 yds.); Truck and Pup; Tournarocker, DWs & similar with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater Water Tank Truck (8,001- 14,000 gallons); Lowboy(over 50 tons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable operated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons);

GROUP 8: Prime Movers and Stinger Truck; Trucks, side, end,

bottom and articulated end dump (over 100 yds.); Helicopter
Pilot Hauling Employees or Materials

Footnote A - Anyone working on a HAZMAT job, where HAZMAT
certification is required, shall be compensated as a
premium, in addition to the classification working in as
follows:

LEVEL C-D: - \$.50 PER HOUR (This is the lowest level of
protection. This level may use an air purifying respirator
or additional protective clothing.

LEVEL A-B: - \$1.00 PER HOUR (Uses supplied air in conjunction
with a chemical splash suit or fully encapsulated suit with
a self-contained breathing apparatus.

Employees shall be paid Hazmat pay in increments of four(4)
and eight(8) hours.

NOTE:

Trucks Pulling Equipment Trailers: shall receive \$.15/hour
over applicable truck rate

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO
is available at
<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of "identifiers" that indicate whether the particular
rate is a union rate (current union negotiated rate for local),
a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

KITSAP TRANSIT

INVITATION FOR BIDS # KT 23-815

FOR

RUTH HAINES ROADWAY CONSTRUCTION

EXHIBIT F

FEDERAL TRANSIT ADMINISTRATION

CONTRACT CLAUSES AND CERTIFICATIONS

Contractors Certification of Acknowledgment Federal Transit Administration Contract Clauses and Certifications

Source: FTA Master Agreement (30)
[fta-master-agreement-fy-2023](#)

The Contractor, _____,
certifies, to the best of its knowledge and belief, that it:

- A. **Has** ____ **Has not** ____ read and understood the attached Federal Transit Administration Contract Clauses as they pertain to project _____, and;
- B. **Has** ____ **Has not** ____ read and understood the attached Federal Transit Administration Contract Certifications as they pertain to project _____.

Signature of Contractor's Authorized Official

Date

Name & Title of Contractor's Authorized Official

FEDERAL TRANSIT ADMINISTRATION CONTRACT CLAUSES

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD-PARTIES BY USE OF A DISCLAIMER

Except as the Federal Government expressly consents in writing, the Recipient agrees that:

- (1) The Federal Government shall not have any obligation or liability related to:
 - (a) The Project,
 - (b) Any Third Party Participant at any tier, or
 - (c) Any other person or entity that is not a party (Recipient or FTA) to the Underlying Agreement for the Project, and
- (2) Notwithstanding that the Federal Government may have concurred in or approved any solicitation or third party agreement at any tier that has affected the Project, the Federal Government shall not have any obligation or liability to any:
 - (a) Third Party Participant, or
 - (b) Other entity or person that is not a party (Recipient or FTA) to the Underlying Agreement.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

- (1) Civil Fraud. The Recipient acknowledges and agrees that:
 - (a) Federal laws and regulations apply to itself and its Project, including:
 1. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., and
 2. U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31,
 - (b) By executing its Underlying Agreement, the Recipient certifies and affirms to the truthfulness and accuracy of any of the following that the Recipient provides to the Federal Government:
 1. Claim,
 2. Statement,
 3. Submission,
 4. Certification,
 5. Assurance, or
 6. Representation, and
 - (c) The Recipient acknowledges that the Federal Government may impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended and other applicable penalties if the Recipient:
 1. Presents, submits, or makes available any information in connection with any:
 - a. Claim,
 - b. Statement,
 - c. Submission,
 - d. Certification,
 - e. Assurance, or
 - f. Representation, and

2. That information is false, fictitious, or fraudulent.
- (2) **Criminal Fraud.** The Recipient acknowledges that 49 U.S.C. § 5323(l)(1), authorizes the Federal Government to impose the penalties authorized by 18 U.S.C. § 1001 if the Recipient:
 - (a) Presents, submits, or makes available any information in connection with any:
 1. Claim,
 2. Statement,
 3. Submission,
 4. Certification,
 5. Assurance, or
 6. Representation, and
 - (b) That information is false, fictitious, or fraudulent.

ACCESS TO RECORDS

The Recipient agrees that:

- (1) As required by 49 U.S.C. § 5325(g), 49 C.F.R. § 18.36(i)(10), and 49 C.F.R. § 19.53(e), it will provide, and require its Third Party Participants at each tier to provide, sufficient access to inspect and audit records and information pertaining to the Project to the:
 - (a) U.S. Secretary of Transportation or the Secretary's duly authorized representatives,
 - (b) Comptroller General of the United States, and the Comptroller General's duly authorized representatives, and
 - (c) Recipient and Subrecipient,
- (2) The Recipient will permit and assures that its Third Party Participants will permit the individuals listed above in (1) to do the following:
 - (a) Inspect all:
 1. Project work,
 2. Project materials,
 3. Project payrolls, and
 4. Other Project data, and
 - (b) Audit any information related to the Project under the control of the Recipient or Third Party Participant within:
 1. Books,
 2. Records,
 3. Accounts, or
 4. Other locations.

FEDERAL CHANGES

Changes to Federal Requirements and Guidance:

- (1) **Requirements and Guidance.** New Federal Requirements and Guidance may:
 - (a) Become effective after the FTA Authorized Official signs the Recipient's Underlying Agreement awarding funds for the Project, and

- (b) Apply to the Recipient or its Project.
- (2) Modifications. Federal requirements and guidance that apply to the Recipient or its Project when the FTA Authorized Official awards Federal funds for the Recipient's Underlying Agreement may:
 - (a) Be modified from time to time, and
 - (b) Apply to the Recipient or its Project.
- (3) Most Recent Provisions. The latest Federal requirements will apply to the Recipient or its Project, except as FTA determines otherwise in writing using a:
 - (a) Special Condition in the Recipient's Underlying Agreement,
 - (b) Special Requirement in the Recipient's Underlying Agreement,
 - (c) Special Provision in the Recipient's Underlying Agreement,
 - (d) Condition of Award in the Recipient's Underlying Agreement,
 - (e) Letter to the Recipient signed by an authorized FTA official, or
 - (f) Change to FTA or Federal guidance.

CIVIL RIGHTS REQUIREMENTS

The Recipient understands and agrees that it must comply with applicable Federal civil rights laws and regulations, and follow applicable Federal guidance, except as the Federal Government determines otherwise in writing. Specifically:

- (1) Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to, and assures that each Third Party Participant will, comply with Federal transit law, 49 U.S.C. § 5332 (FTA's "Nondiscrimination" statute):
 - (a) FTA's "Nondiscrimination" statute prohibits discrimination on the basis of:
 - 1. Race,
 - 2. Color,
 - 3. Religion,
 - 4. National origin,
 - 5. Sex (including sexual orientation and gender identity),
 - 6. Disability, or
 - 7. Age, and
 - (b) The FTA "Nondiscrimination" statute's prohibition against discrimination includes:
 - 1. Exclusion from participation,
 - 2. Denial of program benefits, or
 - 3. Discrimination, including discrimination in employment or business opportunity.
- (2) Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to, and assures that each Third Party Participant will:
 - (a) Prohibit discrimination based on:
 - 1. Race,
 - 2. Color, or
 - 3. National origin,

- (b) Comply with:
 1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*,
 2. U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964,” 49 C.F.R. part 23, and
 3. Federal transit law, specifically 49 U.S.C. § 5332, as stated in section V.(1) of this document, and
- (a) Except as FTA determines otherwise in writing, follow:
 1. The most recent edition of FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients,” to the extent consistent with applicable Federal laws, regulations, and guidance.
 2. U.S. DOJ, “Guidelines for the enforcement of Title VI, Civil Rights Act of 1964,” 28 C.F.R. § 50.3, and
 3. Other applicable Federal guidance that may be issued.
- (3) Equal Employment Opportunity.
 - (a) Federal Requirements and Guidance. The Recipient agrees to, and assures that each Third Party Participant will, prohibit discrimination on the basis of race, color, religion, sex, or national origin, and:
 1. Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*,
 2. Comply with Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, *et seq.*;
 3. Facilitate compliance with Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965 (42 U.S.C. § 2000e note), as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs;;
 4. Comply with Federal transit law, specifically 49 U.S.C. § 5332, as stated in section 12 of the Master Agreement, and
 5. FTA Circular 4704.1 “Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients,” and
 6. Comply with other applicable EEO laws and regulations, as provided in Federal guidance, including laws and regulations.
 - (b) Specifics. The Recipient agrees to:
 1. Ensure that applicants for employment are employed and employees are treated during employment without discrimination on the basis of their:
 - a. Race,
 - b. Color,
 - c. Religion,
 - d. National Origin,
 - e. Disability,
 - f. Age,
 - g. Sexual Origin,
 - h. Gender identity, or

- i. Status as a parent, and
- 2. Take affirmative action that includes, but is not limited to:
 - a. Recruitment advertising,
 - b. Recruitment,
 - c. Employment,
 - d. Rates of pay,
 - e. Other forms of compensation,
 - f. Selection for training, including apprenticeship,
 - g. Upgrading,
 - h. Transfers,
 - i. Demotions,
 - j. Layoffs, and
 - k. Terminations.
- (c) Equal Employment Opportunity Requirements for Construction Activities. In addition to the foregoing, when undertaking “construction” as recognized by the U.S. Department of Labor (U.S. DOL), the Recipient agrees to comply, and assures the compliance of each Third Party Participant, with:
 - 1. U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and
 - 2. Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246, Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note
- (4) Disadvantaged Business Enterprise. To the extent authorized by applicable Federal law, the Recipient agrees to facilitate, and assures that each Third Party Participant will facilitate, participation by small business concerns owned and controlled by socially and economically disadvantaged individuals, also referred to as “Disadvantaged Business Enterprises” (DBEs), in the Project as follows:
 - (a) Requirements. The Recipient agrees to comply with:
 - 1. Section 11101(e) of IIJA;
 - 2. U.S. DOT regulations, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” 49 C.F.R. part 26, and
 - 3. Federal transit law, specifically 49 U.S.C. § 5332, as stated in section V.(1) of this document.
 - (b) Assurance. As required by 49 C.F.R. § 26.13(a), the Recipient provides assurance that:
 - 1. It shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract.
 - 2. It shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
- (5) Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of sex, including:
 - (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 *et seq.*,

- (b) U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance”, 49 C.F.R. part 25, and
 - (c) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section V.(1) of this document.
- (6) Nondiscrimination on the Basis of Age. The Recipient agrees to comply with Federal prohibitions against discrimination on the basis of age, including:
- (a) The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § § 621 – 634, which prohibits discrimination on the basis of age,
 - (b) U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, which implements the ADEA,
 - (c) The Age Discrimination Act of 1975, as amended, 42 U.S.C. § *et seq.*, which prohibits discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal funds,
 - (d) U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90, which implements the Age discrimination Act of 1975, and
 - (e) Federal transit law, specifically 49 U.S.C. § 5332, as stated in section V.(1) of this document.
- (7) Nondiscrimination on the Basis of Disability. The Recipient agrees to comply with the following Federal prohibitions pertaining to discrimination against seniors or individuals with disabilities:
- (a) Federal laws, including:
 1. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of federally funded programs or activities,
 2. The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities,
 3. The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities,
 4. Federal transit law, specifically 49 U.S.C. § 5332, which now includes disability as a prohibited basis for discrimination, and
 5. Other applicable laws and amendments pertaining to access for elderly individuals or individuals with disabilities.
 - (b) Federal regulations, including:
 1. U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.F. part 37,
 2. U.S. DOT regulations, “Nondiscrimination on the Basis of Disability in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. part 27,

3. U.S. DOT regulations, "Transportation for Individuals with Disabilities: Passenger Vessels," 49 C.F.R. part 39,
 4. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB) and U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38,
 5. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35,
 6. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. part 36,
 7. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. part 1630,
 8. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F,
 9. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194, and
 11. FTA Circular 4710.1, "Americans with Disabilities Act: Guidance," and
 12. Other applicable Federal civil rights and nondiscrimination guidance.
- (8) Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections. The Recipient agrees to comply with the confidentiality and civil rights protections of:
- (a) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. § 1101 *et seq.*,
 - (b) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. § 4541 *et seq.*, and
 - (c) The Public Health Service Act, as amended, 42 U.S.C. §§ 290dd – 290dd-2.
- (9) Access to Services for People with Limited English Proficiency. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote accessibility of public transportation services to people whose understanding of English is limited by following:
- (a) Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000, 42 U.S.C. § 2000d-1 note, and
 - (b) U.S. DOT Notice, "DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed. Reg. 74087, December 14, 2005.
- (10) Environmental Justice. Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following:
- (a) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and
 - (b) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and

- (c) The most recent and applicable edition of FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.
- (11) Other Nondiscrimination Laws. Except as the Federal Government determines otherwise in writing, the Recipient agrees to:
 - (a) Comply with other applicable Federal nondiscrimination laws and regulations, and
 - (b) Follow Federal guidance prohibiting discrimination.
- (12) Promoting Free Speech and Religious Liberty. The recipient shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

PROMPT PAYMENT OF SUBCONTRACTORS

The Contractor shall ensure that all Subcontractors and suppliers under this Contract are promptly paid to the fullest extent required by RCW 39.04.250, as may be amended. The Contractor is required to pay each Subcontractor performing Work under this prime Contract for satisfactory performance of that Work no later than thirty (30) days after the Contractor’s receipt of payment for that Work from Kitsap Transit. In addition, the Contractor is required to return any retainage payments to those Subcontractors within thirty (30) days after the Subcontractor’s Work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of Kitsap Transit.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS **FTA Circular 4220.1F**

The Recipient agrees not to use FTA funds for third party procurements unless there is satisfactory compliance with Federal requirements. Therefore:

- (1) Federal Laws, Regulations, and Guidance. The Recipient agrees:
 - (a) To comply with the requirements of 49 U.S.C. chapter 53 and other applicable Federal laws and regulations now in effect or later that affect its third party procurements,
 - (b) To comply with U.S. DOT third party procurement regulations, specifically 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 – 19.48, and other applicable Federal regulations that affect its third party procurements in effect now and as may be later amended,
 - (c) To follow the most recent edition and any revisions of FTA Circular 4220.1F, “Third Party Contracting Guidance,” to the extent consistent with applicable Federal laws, regulations, and guidance, except as FTA determines otherwise in writing, and

- (d) That although the FTA “Best Practices Procurement Manual” provides additional third party contracting guidance, the Manual may lack the necessary information for compliance with certain Federal requirements that apply to specific third party contracts at this time.

ENERGY CONSERVATION

The Recipient agrees to, and assures its Subrecipients will:

- (1) State Energy Conservation Plans. Comply with the mandatory energy standards and policies of its State energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6321 *et seq.*, except as the Federal Government determines otherwise in writing, and
- (2) Energy Assessment. Perform an energy assessment for any building constructed, reconstructed, or modified with FTA funds required under FTA regulations, “Requirements for Energy Assessments,” 49 C.F.R. part 622, subpart C.

TERMINATION PROVISIONS

The Recipient agrees to all of the following:

- (1) Justification. After providing notice, the Federal Government may suspend, suspend then terminate, or terminate all or any part of the Federal funding awarded for the Project if:
 - (a) The Recipient has violated the Underlying Agreement or FTA Master Agreement (27 & 28), especially if that violation would endanger substantial performance of the Project,
 - (b) The Recipient has failed to make reasonable progress on the Project, or
 - (c) The Federal Government determines that continuing to provide Federal funding for the Project does not adequately serve the purposes of the law authorizing the Project,
- (2) Financial Implications.
 - (a) In general, termination of Federal funding for the Project will not invalidate obligations properly incurred before the termination date to the extent the obligations cannot be canceled, and
 - (b) The Federal Government may:
 1. Recover Federal funds it has provided for the Project if it determines that the Recipient has willfully misused Federal funds by:
 - a. Failing to make adequate progress,
 - b. Failing to make appropriate use of the Project property, or
 - c. Failing to comply with the Underlying Grant Agreement or FTA Master Agreement (27 & 28), and
 2. Require the Recipient to refund:
 - a. The entire amount of Federal funds provided for the Project, or
 - b. Any lesser amount as the Federal Government may determine, and
- (3) Expiration of Project Time Period. Except for a Full Funding Grant Agreements, expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Underlying Agreement.

- (4) Uniform Administrative Requirements. These termination rights are in addition to and in no way limit the Federal Government's rights to terminate described in 2 CFR § 200.340.

DEBARMENT AND SUSPENSION

The Recipient agrees that:

- (1) It will not engage Third Party Participants that are debarred or suspended except as authorized by:
 - (a) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200,
 - (b) U.S. OMB, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and
 - (c) Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note,
- (2) It will review the "Excluded Parties Listing System" at <https://epls.gov> (to be transferred to <https://www.sam.gov>), if required by U.S. DOT regulations, 2 C.F.R. part 1200, and
- (3) It will include, and require its Third Party Participants to include a similar condition in each lower tier covered transaction, assuring that all lower tier Third Part Participants:
 - (a) Will comply with Federal debarment and suspension requirements, and
 - (b) Review the "Excluded Parties Listing System" at <https://www.epls.gov> (to be transferred to <https://www.sam.gov>), if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200.

BUY AMERICA

Domestic preference procurement requirements of:

- (1) The domestic preference procurement requirements of 49 U.S.C. § 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661, to the extent consistent with 49 U.S.C. § 5323(j);
- (2) Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).
- (3) Uniform Administrative Requirements. Compliance with FTA's Buy America requirements shall be deemed to satisfy 2 CFR § 200.322, "Domestic Preferences for Procurements."
- (4) Limitation on Certain Rolling Stock Procurements. The Recipient will comply with the limitation on certain rolling stock procurements at 49 U.S.C. § 5323(u).

PROVISIONS FOR RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

The Recipient understands and agrees that:

- (1) FTA Interest. FTA has a vested interest in the settlement of any disagreement involving the Project including, but not limited to:
 - (a) A major dispute,
 - (b) A breach,
 - (c) A default, or
 - (d) Litigation,
- (2) Notification to FTA. If a current or prospective legal matter that may affect the Federal Government emerges:
 - (a) The Recipient agrees to promptly notify:
 1. The FTA Chief Counsel, or
 2. The FTA Regional Counsel for the Region in which the Recipient is located,
 3. U.S. DOT Inspector General Counsel for the Region
 - (b) The types of legal matters that require notification include, but are not limited to:
 1. A major dispute,
 2. A breach,
 3. A default,
 4. Litigation, or
 5. Naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason, and
 - (c) The types of matters that may affect the Federal Government include, but are not limited to:
 1. The Federal Government's interests in the Project, or
 2. The Federal Government's administration or enforcement of Federal laws or regulations,
- (3) Federal Interest in Recovery
 - (a) General. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the Federal share for the Project, but
 - (b) Liquidated Damages. Notwithstanding the preceding section XI.(1) of this document, the Recipient may return all liquidated damages it receives to its Project Account rather than return the Federal share of those liquidated damages to the Federal Government,
- (4) Enforcement. The Recipient agrees to pursue its legal rights and remedies available under:
 - (a) Any third party agreement,
 - (b) Any Federal law or regulation,
 - (c) Any State law or regulation, or
 - (d) Any local law or regulation,

BYRD ANTI-LOBBYING AMENDMENT

The Recipient agrees that, as provided by 31 U.S.C. § 1352(a):

- (1) Prohibition on Use of Federal Funds. It will not use Federal funds:
 - (a) To influence any:
 1. Officer or employee of a Federal agency,
 2. Member of Congress,
 3. Officer or employee of Congress, or
 4. Employee of a Member of Congress,
 - (b) To take any action involving the Project or the Underlying Agreement for the Project, including any:
 1. Award,
 2. Extension, or
 3. Modification,
- (2) Laws and Regulations. It will comply, and will assure that each Third Party Participant complies with:
 - (a) 31 U.S.C. § 1352, as amended,
 - (b) U.S. DOT regulations, “New Restrictions on Lobbying,” 49 C.F.R. part 20, to the extent consistent with as necessary by 31 U.S.C. § 1352, as amended, and
 - (c) Other applicable Federal laws and regulations prohibiting the use of Federal funds for any activity concerning legislation or appropriations designed to influence:
 1. The U.S. Congress, or
 2. A State legislature, but
- (3) Exception. The prohibitions of (1)-(2) above do not apply to an activity that is undertaken through proper official channels, if permitted by the underlying law or regulations.

CLEAN AIR & CLEAN WATER

The Recipient agrees to include adequate provisions in each third party agreement exceeding \$150,000 to ensure that each Third Party Participant will agree to:

- (1) Report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities,”
- (2) Refrain from using any violating facilities,
- (3) Report violations to FTA and the Regional U.S. EPA Office, and
- (4) Comply with the inspection and other requirements of:
 - (a) Section 306 of the Clean Air Act, as amended, 42 U.S.C. § 7606, and other requirements of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 – 7671q, and
 - (b) Section 508 of the Clean Water Act, as amended, 33 U.S.C. § 1368, and other requirements of the Clean Water Act, as amended, 33 U.S.C. §§ 1251 – 1388.

CARGO PREFERENCE

KT 23-815 Ruth Haines Roadway Construction

- (1) Use of United States-Flag Vessels. Shipping requirements of:
 - (a) 46 U.S.C. § 55305, and
 - (b) U.S. Maritime Administration regulations, "Cargo Preference - U.S.-Flag Vessels," 46 C.F.R. part 381.

DAVIS-BACON, COPELAND ANTI-KICKBACK AND CONTRACT WORK HOURS & SAFETY STANDARDS ACTS

The Recipient agrees to comply, and assures that each Third Party Participant will comply, with all of the following:

(1) **Minimum wages.**

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry;

and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) **Withholding.**

Kitsap Transit shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records.**

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social

security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor

Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR parts 3, which are incorporated by reference in this contract.

(6) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7.. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility.**

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld,

from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

BONDING FOR CONSTRUCTION ACTIVITIES EXCEEDING \$100,000

The Recipient agrees to comply with the following bonding requirements and restrictions as provided in Federal regulations and guidance, except as FTA determines otherwise in writing:

- (1) **Construction.** As provided by Federal regulations and modified by FTA guidance, for Project activities involving construction, it will provide:
 - (a) Bid Guarantee bonds (5%),
 - (b) Contract performance bonds (100%), and
 - (c) Payment bonds (50% for contracts < \$1M, 40% for contracts > \$1M, but < \$5M).

FLY AMERICA

The Contractor agrees to comply with 49 USC 40118 (the Fly America Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

SOLID WASTES

A Recipient that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by

the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.326. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).)

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

The following transactions are prohibited and Third-Party Participant certifies that -

- (1) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (2) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is

telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

SPECIAL PROVISION FOR PROMOTING COVID-19 SAFETY

Centers for Disease Control and Prevention Order on Requirements for Persons to Wear Masks While on Conveyances and at Transportation Hubs:

- (1) Compliance with CDC Mask Order. The Centers for Disease Control and Prevention (“CDC”) Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs (“CDC Mask Order”), is within the meaning of “Federal Requirement” as that term is defined in this Master Agreement. One of the objectives of the CDC Mask Order is “[m]aintaining a safe and operating transportation system.” The Recipient agrees that it will comply, and will require all Third-Party Participants to comply, with the CDC Mask Order.
- (2) Enforcement for non-compliance. The Recipient agrees that FTA may take enforcement action for non-compliance with the CDC Mask Order, including:
 - (a) Enforcement actions authorized by 49 U.S.C. § 5329(g);
 - (b) Referring the Recipient to the CDC or other Federal authority for enforcement action;
 - (c) Enforcement actions authorized by 2 CFR §§ 200.339 – .340; and
 - (d) Any other enforcement action authorized

Buy America Certification

Certification Requirement for Procurement of Steel or Manufactured Products

This procurement is subject to Federal Transit Administration requirements in 49 CFR Part 661. A

The Buy America Certificate, as shown below, must be completed and submitted with your Proposal.

Certificate of Compliance with 49 U.S.C. 5323(j) (1)

The Proposer hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j) (1) and the applicable regulations in 49 CFR Part 661.5. The product will be manufactured in the United States with all components being of US Origin.

Proposer agrees to submit a complete bill of materials with the origin of each component. The bill of materials must be submitted as a condition of retainage release where retainage is part of the contract.

Date: _____

Signature: _____

Title: _____

Company Name: _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j) (1)

The Proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2) (B) or (j) (2) (D) and the regulations in 49 CFR § 661.7.

Date: _____

Signature: _____

Title: _____

Company Name: _____

THIS FORM MUST ACCOMPANY PROPOSAL

LOBBYING CERTIFICATION

The Proposer certifies, to the best its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal department or agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification thereof.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE PROPOSER, _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE PROPOSER UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 USC §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Name of the Proposer's authorized official: _____

Title: _____

Signature

Date

THIS FORM MUST ACCOMPANY PROPOSAL

CONTRACTOR DBE CERTIFICATION AND GOOD FAITH EFFORT REPORT

This application is for purposes of tracking and reporting Disadvantaged Business Enterprise (DBE) participation on Kitsap Transit's federally funded contracting activities. The intent of the DBE program is to level the playing field among DBE and non-DBE businesses. Kitsap Transit currently maintains a goal of 2.93% DBE participation on all federally funded activities.

Prime contractor's receiving awards will be required to complete this application once at the time of award and again at the time of completion (highlighted fields). It is the contractor's responsibility to track the number and value of subcontract and DBE participation from the time of commitment thru completion. All supporting documentation and evidence of good faith efforts must be clearly labeled and submitted with this application. Without such information the application will be deemed incomplete and returned without review. Kitsap Transit reserves the right to discuss the contents of the application with the contractor and subcontractors.

Date of Report (project bid): _____ Date of Report (project completion): _____

PART A – CONTRACTOR INFORMATION

NAME OF GENERAL CONTRACTOR			
ADDRESS		CITY	STATE ZIP CODE
PHONE	FAX	E-MAIL	
CONTACT PERSON		TITLE	

PART B – PROJECT DESCRIPTION

BID DUE DATE	CONTRACT NO.
FTA PROJECT NO.	Attach copy of Kitsap Transit Advertisement
ANTICIPATED START DATE (based on Progress Schedule)	ESTIMATED COMPLETION DATE (based on Progress Schedule)

PART C – DBE GOAL PERCENTAGE AND TYPE

RACE-NEUTRAL DBE GOAL <u> 2.93 </u> %	RACE-CONSCIOUS DBE GOAL <u> 0 </u> %
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PART D – PROJECT SUMMARY AMOUNTS (shaded cells filled at completion of contract)

TOTAL CONTRACT	Contract at bid	\$
	Contract at Completion	\$
IS THE PRIME CONTRACTOR DBE CERTIFIED (if yes, what ethnicity / gender)?		
ARE THERE SUBCONTRACTS (If no, skip to Part G)		
TOTAL SUBCONTRACTS (Including DBE subcontractors if applicable)	Contract count	
	Contract value	\$
TOTAL DBE SUBCONTRACTS (If applicable, please itemize below in Part E)	Contract count	
	Contract value	\$
PERCENT OF WORK COMMITTED TO DBE's		%

Part E – DBEs COMMITMENTS

COMMITTED DOLLARS	DBE COMMITMENTS List only DBEs who have executed DBE participation forms. (Attach Certificate copies)	TYPE OF WORK QUOTED	ETHNICITY & GENDER (1)	COMPLETED CONTRACT VALUE (Completion of Contract)
1.				
2.				
3.				
4.				
5.				
Total dollars committed to DBEs				

1. Black, Hispanic, Native American, Asian, Asian-Pacific, Non-Minority Women or Other

PART F - DBEs QUOTED BUT NOT SELECTED			
QUOTED DOLLARS	DBEs WHO QUOTED, BUT WERE NOT SELECTED	TYPE OF WORK QUOTED	REASON NOT SELECTED a. Quote too high b. Quote not complete c. Other (attached explanation)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
NUMBER OF DBEs SOLICITED			

METHODS USED TO SOLICIT DBE PARTICIPATION FOR THIS PROJECT:

- ☐ Fax (sample of the fax, transmittal logs identifying each DBE firm solicited based on each fax number and the associated fax transmission stat log(s). Please be sure fax dates are clearly visible.
☐ Telephone (telephone log showing the name of each DBE firm contacted, the telephone contact date and brief notes about each contact, as applicable.)
☐ Mail (Include a sample letter and include solicitations which were returned undeliverable)
☐ E-mail (attach e-mail copy sent and distribution list)
☐ Website address
☐ Advertisement placed in/on _____ (attach copy of advertisement(s) referencing specific bidding items and dates.)
☐ Other (describe, and if applicable, attach sample copy of other efforts to encourage DBE participation on the project)

The authorized representative hereby certifies that they have made a good faith effort to solicit and encourage DBE participation on the project. The authorized representative further certifies that the DBE's identified in Part E are either committed to and / or have completed the work as reported and the authorized representative has verified the certified DBE status of each.

PART G - CERTIFICATION		
SIGNATURE (Authorized Representative)	TITLE	DATE

Please review the application to ensure it is completed in its entirety and then submit to: Kitsap Transit, 60 Washington Ave., Suite 200, Bremerton, Washington 98337. Phone: 360-824-4941.