



## **WESTMINSTER POND REHABILITATION**

LACEY CONTRACT NUMBER PW 2023-04

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**SPECIFICATIONS AND BID DOCUMENTS  
DEPARTMENT OF PUBLIC WORKS**

**LACEY PROJECT NUMBER PW 2023-04**

***CITY OF LACEY  
WASHINGTON***

***CITY OFFICIALS***

**MAYOR**

**ANDY RYDER**

**DEPUTY MAYOR**

**MALCOLM MILLER**

**COUNCIL MEMBERS**

**LENNY GREENSTEIN**

**MICHAEL STEADMAN**

**CAROLYN COX**

**ED KUNKEL**

**ROBIN VAZQUEZ**

**INTERIM CITY MANAGER**

**RICK WALK**

**CITY ATTORNEY**

**DAVID S. SCHNEIDER**

**DIRECTOR OF PUBLIC WORKS**

**SCOTT EGGER, P.E.**

**CITY ENGINEER**

**AUBREY COLLIER, P.E., S.E.**

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City of Lacey PW# 2023-04  
Westminster Pond Rehabilitation

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**C E R T I F I C A T I O N**

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The following Project Specifications have been prepared under the direction of the Registered Professional Engineer indicated below:



Teri O'Neal, P.E.  
Senior Utility Engineer  
City of Lacey

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# A INSTRUCTIONS

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## INSTRUCTIONS TO BIDDERS

Bidders shall examine contract and bid documents and the site and shall satisfy themselves as to conditions that exist.

Each Bidder shall submit to the City Clerk, Lacey, Washington a sealed bid endorsed upon the outside wrapper with **Westminster Pond Rehabilitation** at the time and place designated in the advertisement.

Bids may be delivered in person to Lacey City Hall, 420 College Street SE, or by mail to City of Lacey 420 College St SE Lacey, WA 98503.

The City of Lacey is committed to offering reasonable accommodations to persons with disabilities. We invite any person with special needs to contact the City Clerk at (360) 491-3212 at least seventy-two (72) hours before the meeting to discuss any special accommodations that may be necessary. Citizens with hearing impairment may call the TDD line at (800) 833-6388.

Each Bidder shall complete the proposal with prices in figures with the extension properly computed. The proposal must be properly signed by a duly authorized agent. Proposal must acknowledge addenda, if any, received.

If alternates are included in the proposal the Bidder shall complete the alternates. The City will award the contract to the lowest responsible Bidder as determined by the Special Provisions. The City reserves the right to delete alternates after award.

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1).

The City does not pre-qualify Bidders. However, if the apparent low Bidder has not already been determined qualified, the City shall afford seven (7) days after notification for the low Bidder to provide evidence for evaluation, as to capability to perform the work. The evaluation will include consideration of experience, personnel, equipment, financial resources as well as performance record. The information must be sufficient to enable the Bidder to obtain the required qualification rating prior to the award of the contract.

No bidder may withdraw his bid after the hour set for the opening of bids or before award of the contract unless said award is delayed for a period of forty-five (45) days.

## CONTRACT PARTS

The contract to be executed as a result of this bid consists of multiple parts, all of which pertain as if fully attached hereto and Bidder shall consider all parts as a complete document. In the event of discrepancies between the various parts, precedent shall be in the following order:

1. Contract Form,
  2. Addenda (if any),
  3. Proposal Form,
  4. Special Provisions,
  5. Technical Specifications, if included,
  6. Contract Plans,
  7. WSDOT Standard Specifications for Road, Bridge, and Municipal Construction,
  8. City of Lacey Development Guidelines and Public Works Standards, and
  9. WSDOT Standard Plans for Road, Bridge and Municipal Construction
- The Bidder is directed to complete and return the forms in Section B as a bid proposal.

## BIDDER'S CHECKLIST

**The bidder's attention is especially called to the following forms which must be executed in full as required, and submitted with the bid proposal:**

1. Proposal: The unit prices bid must be shown in the space provided.
2. Proposal Signature Sheet: To be filled in and signed by the bidder. All addenda must be acknowledged.
3. Bid Deposit: Any bid shall be accompanied by a deposit of cash, certified check, cashier's check, or surety bond, in an amount equal to at least five percent (5%) of the total amount bid. Checks shall be payable to the City Clerk, City of Lacey, Washington.

If a surety bond is used, it shall be submitted on a form furnished by the Commission and signed by the bidder and his surety company. The sureties' "attorney-in-fact" must be registered with the Washington State Insurance Commissioner. The power of attorney must also be submitted with the bond. See Specification section 1-02.7 for more information.

4. Non-Collusion and Debarment Affidavit

**The following form must be submitted within 24 hours following the bid submittal deadlines.**

5. Certification of Compliance with Wage Payment Statutes

**The following must be completed before the contract can be awarded:**

6. L&I training on the requirements related to public works and prevailing wages per RCW 39.04.350
7. Certification of Employment Security Department (ESD) good standing

**The following forms are to be executed after the contract is awarded:**

8. Contract: This agreement to be executed by the successful bidder
9. Performance and Payment Bond
10. Insurance Certificate

---

### Bidder's Checklist

1. Proposal
2. Proposal Signature Sheet  
Addenda Acknowledged
3. Bid Deposit  
Power of Attorney included if applicable
4. Non-Collusion and Debarment Affidavit
5. Certification of Compliance with Wage Payment Statutes
6. L&I Public Works Prevailing Wage Training
7. ESD Certification


# B

## BID DOCUMENTS

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# CITY OF LACEY

## Westminster Pond Rehabilitation

Lacey Contract Number: PW 2023-04

Federal Aid Project Number:

WSDOT Contract Number:

TIB Contract Number:

## Contract Proposal

DATE: \_\_\_\_\_

The undersigned, as bidder, has examined the bid documents as prepared by the Public Works Department, City of Lacey.

The undersigned, as bidder, proposes to furnish all material and perform all labor in accordance with the bid documents at the following prices.

Bidder must fill in unit prices in figures for each item and total.

Bidder shall sign this proposal form and submit all required paperwork with the bid.

### A Stormwater

No.	Quantity	Unit	Item ID	Item Description	Unit Price	Extended Price
A1	35000	MC	104-010	Minor Change	\$1.00	\$35,000.00
A2	1	LS	109-010	Mobilization	LUMP SUM	
A3	1	LS	201-010	Clearing and Grubbing	LUMP SUM	
A4	1	LS	202-510	Removal of Structures and Obstructions	LUMP SUM	
A5	30	TN	203-190	Gravel Borrow Incl. Haul		
A6	350	CY	203-810	Pond Excavation Incl. Haul		
A7	1	LS	205-510	Trench Safety System	LUMP SUM	
A8	10000	FA	214-506	Dewatering	\$1.00	\$10,000.00
A9	170	LF	704-512	12 Inch Diameter Storm Sewer Pipe		
A10	2	EA	704-950	Connect to Existing Storm Main		
A11	1	EA	705-997	Inline Storm Water Treatment Device		
A12	65	TN	708-620	Imported Pipe Bedding		
A13	630	LF	801-120	High Visibility Silt Fence		
A14	0.3	AC	801-560	Seeding and Fertilizing		
A15	1	LS	801-680	Erosion/Water Pollution Control	LUMP SUM	
A16	14	CY	802-010	Topsoil Type A		
A17	1	LS	805-510	Lawn and Landscape Restoration	LUMP SUM	
A18	4	TN	815-060	Quarry Spalls		
A19	1	LS	850-792	Project Closeout	\$5,000.00	\$5,000.00

Schedule A Subtotal: \_\_\_\_\_

Tax Rate (%) : 9.50 Tax: \_\_\_\_\_

Schedule A Total: \_\_\_\_\_

Contract Total: \_\_\_\_\_  
(All Schedules)

The undersigned also agrees as follows:

- Within 10 calendar days after the contract is awarded to sign and return the contract and provide insurance documents.
- That this proposal cannot be withdrawn within 45 days after receipt of bids.
- That it is the understanding that the City of Lacey may accept or reject any or all bids.
- The undersigned hereby agrees to pay for labor not less than the prevailing rates of wages per the bid documents.
- Enclosed with this proposal is a bid deposit in the sum of 5% of the bid total amount which it is agreed shall be collected and retained by the City of Lacey as liquidated damages in the event this proposal is accepted by the City of Lacey with 45 calendar days after the receipt of bids and the undersigned fails to execute the contract and the required bond with the City of Lacey, under the conditions thereof, within 10 calendar days after the undersigned is notified that said proposal has been accepted, otherwise said bid deposit shall be returned to the undersigned upon demand.
- A Performance/Payment Bond will be furnished to the City with the contract.
- Retention will be held on this contract per RCW 60.28.011.

Addenda Receipt Acknowledged

\_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date

(If an Individual, Partnership, or Non-Incorporated organization)

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Please Print

\_\_\_\_\_  
Phone

Address of Bidder: \_\_\_\_\_  
\_\_\_\_\_

Name and Address of Firm Members:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

-----  
\_\_\_\_\_  
Signature of Bidder (if a Corporation)

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Business Address: \_\_\_\_\_

Incorporated under the Laws of the State of \_\_\_\_\_

Officers

Address

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

## BID DEPOSIT SELECTION

A bid deposit in an amount of five percent (5%) of the total bid amount is attached hereto:

CASH ☐ In the amount of \_\_\_\_\_

CASHIER'S CHECK ☐ In the amount of \_\_\_\_\_

CERTIFIED CHECK ☐ In the amount of \_\_\_\_\_

BID BOND ☐ In the amount of 5% of the total bid amount

**CONTRACTOR'S BID DEPOSIT SURETY BOND  
to City of Lacey, Washington**

We, \_\_\_\_\_, as Principal, existing under and by virtue of the laws of the State of Washington and authorized to do business in the State of Washington, and \_\_\_\_\_, as Surety, organized and existing under the laws of the State of \_\_\_\_\_, are held and firmly bound unto the City of Lacey, a Washington municipality, as Obligee, in the penal sum of 5% of the total amount bid, not to exceed \$ \_\_\_\_\_, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

WHEREAS, the Principal has submitted a bid for the Westminster Pond Rehabilitation.

NOW THEREFORE, the condition of the obligation is such that if the Obligee shall accept the bid of Principal and make timely award to the Principal according to the terms of the bid documents; and the Principal shall, within ten days after notice of the award, exclusive of the day of notice, enter into the contract with the Obligee and furnish the contractor's bonds (performance and payment bonds) with Surety satisfactory to the Obligee in an amount equal to 100% of the amount of the bid proposed including additives, alternatives and Washington State sales tax, then this obligation shall be null and void; otherwise if the Principal fails to enter into the contract and fails to furnish the contractor's bonds within ten days of notice of award, exclusive of the day of notice, the amount of the bid deposit shall be forfeited to the Obligee, payable by the Surety; but in no event will the Surety's liability exceed the face amount of this bid bond.

This bond may be executed in two original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

**PRINCIPAL (CONTRACTOR)**

**SURETY**

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Surety Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Name, address, and telephone of local office/agent of Surety Company is:

\_\_\_\_\_  
\_\_\_\_\_

## NON-COLLUSION AND DEBARMENT AFFIDAVIT

State of \_\_\_\_\_ )

)ss

County of \_\_\_\_\_ )

I, the undersigned, being duly sworn, deposes and says that the person, firm, association, copartnership or corporation herein named, has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal of the City of Lacey for consideration in the award of a contract on the improvement described as follows.

I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of State or federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal or State agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal or State agency within the past three years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

I further acknowledge that by signing my signature, I am deemed to have signed and have agreed to the provisions of this affidavit.

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature of Authorized Member

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

(CORPORATE SEAL)

## 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:

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*\* 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.*

This form must be submitted with the Bid Proposal or as a Supplement to the Bid no later than 24 hours after the time for delivery of the Bid Proposal, as provided for in Section 1-02.9 of the Contract Provisions.

**CERTIFICATION OF EMPLOYMENT SECURITY DEPARTMENT (ESD)  
GOOD STANDING AND NUMBER**

The bidder hereby provides an ESD number and certifies that per RCW 39.04.350 and Title 50 RCW, in which the City will verify prior to entering into contract with the Contractor, that the Bidder has a valid ESD number and is deemed to be in good standing with Washington State's Employment Security Department.

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

---

Employment Security Department (ESD) Number

---

WA State Unified Business Identifier (UBI #)

---

Signature of Authorized Official\*

---

Printed Name

---

Title

---

Date

---

City

---

State

.

# C CONTRACT DOCUMENTS

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## CONSTRUCTION CONTRACT

THIS AGREEMENT, made and effective as of the date of the last signature below, between the City of Lacey, hereinafter called Owner, under and by virtue of the charter, laws and ordinances of the said Owner and the laws of the State of Washington, and

\_\_\_\_\_ hereinafter called Contractor,

### WITNESSETH:

That in consideration of the payment, covenants and agreement hereinafter mentioned, attached and made a part of this Agreement, to be made and performed by the parties hereto, the parties covenant and agree as follows regarding:

City of Lacey Contract No. PW 2023-04 for the “**Westminster Pond Rehabilitation**” project in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) including applicable sales tax.

1. The Contractor shall do all work and furnish all tools, materials and equipment in accordance with and as described in the attached Plans and Specifications, and in full compliance with the terms, conditions and stipulations herein set forth and attached, now referred to and by such reference incorporated herein and made a part hereof as fully for all purposes as if here set forth at length, and shall perform any alterations in or in addition to the work covered by this Contract and every part thereof and any force account work which may be ordered as provided in this Contract and every part thereof.

The Contractor shall provide and bear the expense of all materials, labor, equipment, tools, implements and conveniences and things of every description that may be requisite for the transfer of materials and for constructing and completing the work provided for in this Contract and every part thereof, except such as are mentioned in the Specifications to be furnished by the Owner.

2. The Owner hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached Plans and Specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this Contract and every part thereof.
3. Contractor, for himself and for his heirs, executors, administrators, successors, assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of Contractor.
4. It is further provided that no liability shall attach to Owner or Agent thereof by reason of entering into this Contract, except as expressly provided herein.

5. Payments will be made under the Contract according to the schedule of rates and prices and the specification attached and made a part thereof. Partial payments under the Contract will be made at the request of the Contractor not more than once each month upon approval of the Owner, as hereinafter specified, provided they are in accordance with the provisions of RCW 60.28.010. There will be reserved and retained from monies earned by the Contractor, as determined by such monthly estimates, a sum equal to 5 percent of the Contract price.

Payment of the retained percentage shall be withheld for a period of forty-five (45) days following the final acceptance of the work and materials by the Owner, and shall be paid the Contractor at the expiration of said forty-five (45) days in event no claims, as provided by law, have been filed against such funds; and provided further, that releases have been obtained from all departments and agencies having jurisdiction over the activities of the Contractor. In the event such claims are filed, Contractor shall be paid such retained percentages less an amount sufficient to pay any such claims together with a sum sufficient to pay the cost of such action, and to cover attorney fees as determined by the Owner.

6. Requests for review of substitute items of material or equipment will not be accepted by the Owner or Agent from anyone other than the Contractor. If the Contractor wishes to furnish a substitute item, the Contractor shall make written application to the Owner's Agent for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, which shall be considered by the Owner in evaluating the proposed substitute. The Owner may require the Contractor to furnish at the Contractor's expense, additional data about the proposed substitute. The Owner will be the sole judge of acceptability, and no substitute will be ordered without the Owner's prior written acceptance. The Owner may require the Contractor to furnish at the Contractor's expense, a special performance guarantee or other surety with respect to any other substitute.

The Owner or Agent will record the time and expenses in evaluating substitutions proposed by the Contractor. Whether or not the Owner accepts a proposed substitute, the Contractor shall reimburse the Owner for the costs of evaluating any proposed substitute.

7. The Owner reserves the right, after the final payment has been made, to claim and recover by process of law such sums as may be sufficient to make good any defects in the equipment or to recover any over-payment resulting from dishonest acts of the Contractor.
8. The contract time will commence to run, and the Contractor shall start to perform his obligation under the contract documents, on the day indicated in the Notice to Proceed given by Owner to Contractor; but in no event shall contract time commence to run later than the 30th calendar day after the date when both Owner and Contractor execute the Contract. A Notice to Proceed may be given at any time within thirty (30) calendar days after the date when both Owner and Contractor execute the Contract.

9. The Contractor shall guarantee the materials and workmanship for a period of one (1) year from and after the date of final acceptance by the Owner.

If, within said guarantee period, repairs are required which, in the opinion of the Owner, are rendered necessary as a result of work or materials which are inferior, defective or not in accordance with the terms of the Contract, the Contractor shall, promptly upon receipt of notice from the Owner, and without expense to the Owner, (a) correct all defects and place in satisfactory condition in every particular all of such guaranteed work and materials; (b) make good all damage which in the opinion of the Owner is caused by such defects; and (c) make good any other work or material or the equipment and contents of a building, structure or site disturbed in fulfilling any such guarantee.

If the Contractor, after notice, fails within ten (10) days to proceed to comply to the terms of this guarantee, the Owner may have the defects corrected, and the Contractor and his Surety shall be liable for all expense incurred, provided, however, that in case of an emergency where, in the opinion of the Owner, delay would cause serious loss or damage, repairs may be made without notice being given to the Contractor and the Contractor shall pay the cost thereof.

IN WITNESS WHEREOF, the said Contractor has executed this instrument and the City Manager, pursuant to resolution duly adopted, has caused this instrument to be executed in the name of the City of Lacey the day and year first above-written.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contractor Date

\_\_\_\_\_  
Contractor's Registration Number (UBI No.)

\_\_\_\_\_  
City of Lacey Business License Number

\_\_\_\_\_  
City Manager Date

ATTEST:

By:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

By :

---

City Attorney

**CONTRACTOR'S PERFORMANCE/PAYMENT BOND  
to City of Lacey, Washington**

The City of Lacey, Washington, in Thurston County, has awarded to \_\_\_\_\_ (Contractor), as Principal, a contract for the construction of the project designated as **Westminster Pond Rehabilitation**, Project No. **2023-04** in Lacey, Washington, and said Principal is required under the terms of the Contract to furnish a performance/payment bond in accordance with chapter 39.08 Revised Code of Washington (RCW).

The Principal, and \_\_\_\_\_ (Surety), a corporation, organized under the laws of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Lacey, as Obligee, in the sum of \$\_\_\_\_\_ total Contract amount (including Washington State sales tax), subject to the provisions herein.

The obligations of this bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; shall pay all persons in accordance with chapters 39.08, 39.12, and 60.28 RCW, including all workers, laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; shall warranty the work as provided in the Contract and shall indemnify and hold harmless the Obligee from any defects in the workmanship and materials incorporated into the work for the period identified in the Contract; and if such obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond may be executed in two original counterparts and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

**PRINCIPAL (CONTRACTOR)**

**SURETY**

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Surety Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Name, address, and telephone of local office/agent of Surety Company is:

\_\_\_\_\_  
\_\_\_\_\_

**DECLARATION OF OPTION FOR MANAGEMENT OF  
STATUTORY RETAINED PERCENTAGE**

- A. I hereby elect to have the retained percentage of this contract held in a fund by the City of Lacey until forty-five (45) days following final acceptance of the work.

\_\_\_\_\_  
Contractor (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

- B. I hereby elect to have the City of Lacey invest the retained percentage of this contract from time to time as such retained percentage accrues and in accordance with RCW Ch. 60.28.

I hereby designate \_\_\_\_\_ as the repository for the escrow of said funds.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of placing said percentage in escrow and investing it as authorized by statute.

The City of Lacey shall not be liable in any way for any costs or fees in connection therewith.

\_\_\_\_\_  
Contractor (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

- C. I hereby elect to hold a retainage bond.

\_\_\_\_\_  
Contractor (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

# D SPECIAL PROVISIONS

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# **SPECIAL PROVISIONS**

## **INTRODUCTION TO THE SPECIAL PROVISIONS**

(January 19, 2022 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2022 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

The project-specific Special Provisions are not labeled as such, but are generally denoted with (\*\*\*\*\*). The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source, except WSDOT uses a date only (2<sup>nd</sup> on list). For example:

(March 8, 2013 APWA GSP)  
(April 1, 2013)  
(May 1, 2013 Lacey 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 Lacey Development Guidelines and Public Works Standards, current edition

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

## **DESCRIPTION OF WORK**

This contract provides for the grading of the Westminster Pond Stormwater Facility, the installation of one (1) stormwater treatment device (SWTD), and approximately 170 LF of 12-Inch Storm Sewer Pipe south of 8<sup>th</sup> Avenue NE and northeast of 7<sup>th</sup> Avenue NE. Work to include grading, storm sewer installation, seeding, lawn restoration, and other work.

## **1-01 DEFINITIONS AND TERMS**

### **1-01.3 Definitions**

(January 19, 2022 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:

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

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

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

All references to “final contract voucher certification” shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted.

Additive

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

**Alternate**

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

**Business Day**

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

**Contract Bond**

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

**Contract Documents**

See definition for “Contract”.

**Contract Time**

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

**Notice of Award**

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

**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.

#### **1-02.1(1) Supplemental Qualifications Criteria**

[\(July 31, 2017 APWA GSP\)](#)

In addition, the Contracting Agency has established Contracting Agency-specific and/or project-specific supplemental criteria, in accordance with RCW 39.04.350(3), for determining Bidder responsibility,

including the basis for evaluation and the deadline for appealing a determination that a Bidder is not responsible. These criteria are contained in Section 1-02.14 Option C of these Special Provisions.

## **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 will 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
Reduced plans (11" x 17")	3	Furnished automatically upon award
Contract Provisions	3	Furnished automatically upon award
Large plans (22" x 34")	3	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(1) General**

**(December 30, 2022 APWA GSP Option A)**

The first sentence of the ninth paragraph, beginning with "Prospective Bidder desiring...", is revised to read:

Prospective Bidder desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing soon enough to allow a written reply to reach all prospective Bidders before the submission of their Bids.

## **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**

**(August 2, 2004 WSDOT 1-02.6OPT15.GR1)**

The fifth and sixth paragraphs of Section 1-02.6 are deleted.

### **1-02.7 Bid Deposit**

**(March 8, 2013 APWA GSP)**

Supplement this section with the following:

Bid bonds shall contain the following:

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

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

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

### **1-02.9 Delivery of Proposal**

**(March 3, 2022 Lacey GSP)**

Delete this section and replace it with the following:

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

If supplemental information is due after the Bid Proposal is due, the document(s) shall be submitted as follows:

1. In a sealed envelope labeled the same as for the Proposal, with "Supplemental Information" added, or
2. By e-mail to the following e-mail address: ProjectAdmin@ci.lacey.wa.us

All other information required to be submitted with the Bid Proposal must be submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

Proposals that are received as required will be publicly opened and read as specified in Section 1-02.12. The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids. The Contracting Agency will not open or consider any "Supplemental

Information” that is received after the time specified, or received in a location other than that specified in the Call for Bids.

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received at the office designated for receipt of bids as specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the normal work processes of the Contracting Agency resume.

### **1-02.10 Withdrawing, Revising, or Supplementing Proposal** **(July 23, 2015 APWA GSP)**

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

After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

If the Bidder’s request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Mailed, Emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

### **1-02.13 Irregular Proposals** **(December 30, 2022 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 (WSDOT Form 271-015), if applicable, as required in Section 1-02.6;
  - h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification (WSDOT Form 272-056), if applicable, as required in Section 1-02.6;
  - i. The Bidder fails to submit Written Confirmation (WSDOT Form 422-031) from each DBE firm listed on the Bidder’s completed DBE Utilization Certification that they are in agreement with the

bidder's DBE 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 Provision;

j. The Bidder fails to submit DBE 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 Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-054), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;

l. The Bidder fails to submit DBE Trucking Credit Forms (WSDOT Form 272-058), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;

m. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or

n. 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.

### **1-02.14 Disqualification of Bidders**

**(May 17, 2018 APWA GSP Option A)**

Delete this Section and replace it with the following:

A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended.

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1). To assess bidder responsibility, the Contracting Agency reserves the right to request documentation as needed from the Bidder and third parties concerning the Bidder's compliance with the mandatory bidder responsibility criteria.

If the Contracting Agency determines the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within two (2) business days of the Contracting Agency's determination by presenting its appeal and any additional information to the Contracting Agency. The Contracting Agency will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the Contracting Agency's final determination..

### **1-02.15 Pre-Award Information**

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

Revise this section to read:

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

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

## **1-03 AWARD AND EXECUTION OF CONTRACT**

### **1-03.1 Consideration of Bids** **(December 30, 2022 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**

(January 19, 2022 APWA GSP)

Revise this section to read:

Within 3 calendar days of Award date (not including Saturdays, Sundays and Holidays), the successful Bidder shall provide the information necessary to execute the Contract to the Contracting Agency. The Bidder shall send the contact information, including the full name, email address, and phone number, for the authorized signer and bonding agent to the Contracting Agency.

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

Within 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, a satisfactory bond as required by law and Section 1-03.4, and the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

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

#### **1-03.4 Contract Bond** **(July 23, 2015 APWA GSP)**

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or be separate payment and performance bonds. In the case of separate payment and performance bonds, each shall be for the full contract amount. The bond(s) shall:

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
  - a) Is registered with the Washington State Insurance Commissioner, and
  - b) Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
  - a) Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
  - b) Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

#### **1-03.7 Judicial Review** **(December 30, 2022 APWA GSP)**

Revise this section to read:

All decisions made by the Contracting Agency regarding the Award and execution of the Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

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

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

**(November 20, 2020 Lacey 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 presiding over 3, 3 over 4, and so forth):

1. Contract Form,
2. Addenda (if any),
3. Proposal Form,
4. Special Provisions,
5. Technical Specifications, if included,
6. Contract Plans,
7. WSDOT Standard Specifications for Road, Bridge, and Municipal Construction,
8. City of Lacey Development Guidelines and Public Works Standards, and
9. WSDOT Standard Plans for Road, Bridge and Municipal Construction

### **1-04.4(1) Minor Changes**

**(May 30, 2019 APWA GSP)**

Delete the first paragraph and replace it with the following:

Payments or credits for changes amounting to \$15,000 or less may be made under the Bid item “Minor Change”. At the discretion of the Contracting Agency, this procedure for Minor Changes may be used in lieu of the more formal procedure as outlined in Section 1-04.4, Changes. All “Minor Change” work will be within the scope of the Contract Work and will not change Contract Time.

### **1-04.5 Procedure, Protest, and Dispute by the Contractor**

**(January 19, 2022 APWA GSP)**

Revise item 1 of the first paragraph to read:

1. Give a signed written notice of protest to the Engineer or the Engineer’s field Inspectors within 5 calendar days of receiving a change order or an Engineer’s Written Determination.

### **1-04.6 Variation in Estimated Quantities**

**(May 25, 2006 APWA GSP)**

Supplement this Section with the following:

The quantities for “Seeding and Fertilizing” have been entered into the Proposal only to provide a common proposal for bidders. Actual quantities will be determined in the field as the work progresses, and will be paid at the original bid price, regardless of final quantity. These bid items shall not be subject to the provisions of 1-04.6 of the Standard Specifications.

#### **1-04.6 Variations in Estimated Quantities** **(December 30, 2022 APWA GSP Option B)**

Revise the first paragraph to read:

Payment to the Contractor will be made only for the actual quantities of Work performed and accepted in conformance with the Contract. When the accepted quantity of Work performed under a unit item varies from the original Proposal quantity, payment will be at the unit Contract price for all Work unless the total accepted quantity of the Contract item, adjusted to exclude added or deleted amounts included in change orders accepted by both parties, increases or decreases by more than 25 percent from the original Proposal quantity, and if the total extended bid price for that item at time of award is equal to or greater than 10 percent of the total contract price at time of award. In that case, payment for contract work may be adjusted as described herein.

### **1-05 CONTROL OF WORK**

#### **1-05.4 Conformity With and Deviations from Plans and Stakes**

Supplement this section with the following:

##### **Roadway and Utility Surveys**

##### **(July 23, 2015 APWA GSP, Option 1)**

The Engineer shall furnish to the Contractor one time only all principal lines, grades, and measurements the Engineer deems necessary for completion of the work. These shall generally consist of one initial set of:

1. Slope stakes for establishing grading;
2. Curb grade stakes;
3. Centerline finish grade stakes for pavement sections wider than 25 feet; and
4. Offset points to establish line and grade for underground utilities such as water, sewers, and storm drains.

On alley construction projects with minor grade changes, the Engineer shall provide only offset hubs on one side of the alley to establish the alignment and grade.

#### **1-05.4(2) Survey Control and Electronic Files**

#### **(August 10, 2010 Lacey GSP)**

Add the following new section:

The Contractor shall re-establish the survey control used in design by using existing survey monuments and other control points as provided by the City.

When requested by the Contractor, the City will provide an electronic version of the construction plans (drawings), for use by the Contractor at the Contractor's own risk. In all cases, the approved paper construction plans are the official contract documents. If the Contractor wishes to use the electronic version of the construction plans for the purposes of providing surveying of the proposed improvements, it shall be the Contractor's responsibility to verify that any coordinates used from the electronic file match the station and offset location given in the contract construction plans. Construction plans are diagrammatic in nature. The coordinate locations of the various graphic elements within the electronic files may not necessarily be precisely shown with respect to their coordinate position. In all cases, the location callouts in the contract construction plans shall govern.

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

Supplement this section with the following:

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

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

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

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

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

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

Delete this section and replace it with the following:

#### **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 therefore.

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.

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

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

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

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

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

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

### **1-05.12(1) One-Year Guarantee Period**

**(March 8, 2013 APWA GSP)**

Add the following new section:

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving Contracting Agency's written notice of a defect, and shall complete such work within the time stated in the Contracting Agency's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the Contracting Agency's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by Contracting Agency.

This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the Contracting Agency.

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

**(August 3, 2015 Lacey GSP)**

Supplement this section with the following:

The Contractor shall coordinate residential refuse and recycling pick-up with Pacific Disposal (360) 923-0111. Construction activities shall be planned so that there is no interruption of services.

### **1-05.15 Method of Serving Notices**

**(December 30, 2022 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.

### **1-05.16 Water and Power**

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

Add the following new section:

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.

### **1-05.18 Record Drawings**

**(January 3, 2011 Lacey GSP Option A)**

Add the following new section:

The Contractor shall furnish As-Built/Record Drawings of all changes to the original plans in accordance with the following conditions:

One set of 22"x 34" plans showing the changes to the project as installed.

Drawings shall be to scale with all notations neat in appearance.

Turn the record drawings over to the Engineer for review and approval prior to final payment.

## **1-06 CONTROL OF MATERIAL**

### **1-06.1 Approval of Materials Prior to Use**

[\(April 3, 2017 WSDOT GSP 1-06.1.OPT1.GR1\)](#)

The second sentence of first paragraph is revised to read:

For each proposed material that is required to be submitted for approval using either the QPL or RAM process the Contractor will be allowed to submit for approval two material sources or manufacturers per material type at no cost. Additional material sources or manufacturers may be submitted for approval and will be processed at a cost of \$125.00 per material source or manufacturer submitted by QPL submittal and \$400.00 per material submitted by RAM. All costs for processing additional material sources or manufacturers will be deducted from monies due or that may come due to the Contractor. Subject to a request by the Contractor and a determination by the Engineer the costs for processing may be waived.

### **1-06.1 Approval of Materials Prior to Use**

[\(January 4, 2016 Lacey GSP\)](#)

The second sentence of first paragraph is revised to read:

The Contractor shall use the Qualified Product List (QPL), the Aggregate Source Approval (ASA) Database, or the City of Lacey Request for Approval of Material (COL RAM) form.

#### **1-06.1(2) Request for Approval of Material (RAM)**

The first paragraph is revised to read:

The COL RAM shall be used with all submittals. The COL RAM shall be prepared by the Contractor in accordance with the instructions and submitted to the engineer for approval before the material is incorporated into the Work.

Supplement this section with the following:

The Contractor shall submit sufficient information that describes the materials proposed as defined and described in these specifications and plans within 10 working days following the Notice to Proceed.

The City of Lacey has identified the following items as long lead items.

1. Stormwater Treatment Device (Contech CDS 3020-6-C or approved equal)

Long lead items shall be submitted within 10 working days of Notice to Proceed. The list above may not include all long lead items. The contractor is responsible for identifying all items and shall notify the Engineer of any additional items.

The Contractor shall submit one electronic of catalog cuts, shop drawings, and a material testing sample, as required for all items to be used in this contract for approval. The Contractor shall circle or highlight products and materials that are specific to this project, and cross out items that are not for this project.

All items not in exact compliance with the specifications must be noted as a change. The Contractor shall include an explanation, product specifications, sample articles, and any other items that will aid the Engineer in approving an item not in exact accordance with the specifications.

All submittals shall be submitted in Adobe Acrobat format and submittals that exceed 10 pages shall include a table of contents. Submittals that are not submitted in the format outlined may be rejected outright and the Contractor is required to resubmit in the correct format. The form and the submittal shall be sent in the same e-mail. Submittals that exceed 10 MB shall either be provided on a flash drive or via an internet link.

The Engineer will review submittals within 10 working days. The Contractor may request additional working days if approval or disapproval is not received in 10 working days. The Contractor may not request additional working days for failure to submit sufficient information to approve an item, or for rejection of an item not in accordance with the specifications.

Resubmittals shall be submitted within 5 working days from City's transmittal, to the contractor, of the Engineer reviewed submittal. If the submittal is "Rejected", the contractor shall resubmit the entire submittal. If the submittal is marked "Revise and Resubmit", the contractor shall submit items that are identified in the Engineer's comments.

Any material purchased or labor performed prior to such approval shall be at the Contractor's risk. The Contractor must receive all material approvals before the materials will be allowed on the project.

## **1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

### **1-07.1 Laws to be Observed** **(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.

### **1-07.1 Laws to be Observed**

**(April 3, 2006 WSDOT GSP)**

Supplement this section with the following:

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

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

The Contractor shall prepare and implement a confined space program for each of the confined spaces identified above. The Contractor's Confined Space program shall be sent to the contracting agency at least 30 days prior to the Contractor beginning work in or adjacent to the confined space. No work shall be performed in or adjacent to the confined space until the plan is submitted to the Engineer as required. The Contractor shall communicate with the Engineer to ensure a coordinated effort for providing and maintaining a safe worksite for both the Contracting Agency's and Contractor's workers when working in or near a confined space.

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

### **1-07.2 State Sales Tax**

**(June 27, 2011 APWA GSP)**

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

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

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

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

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

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

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

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

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

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

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

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

### **1-07.6 Permits and Licenses**

#### **(January 2, 2018 WSDOT 1-07.6.OPT1.FR1)**

Section 1-07.6 is supplemented with the following:

The Contracting Agency has obtained the below-listed permit(s) for this project. A copy of the permit(s) is attached as an appendix for informational purposes. Copies of these permits, including a copy of the Transfer of Coverage form, when applicable, are required to be onsite at all times.

Contact with the permitting agencies, concerning the below-listed permit(s), shall be made through the Engineer with the exception of when the Construction Stormwater General Permit coverage is transferred to the Contractor, direct communication with the Department of Ecology is allowed. The Contractor shall be responsible for obtaining Ecology's approval for any Work requiring additional approvals (e.g. Request for Chemical Treatment Form). The Contractor shall obtain additional permits as necessary. All

costs to obtain and comply with additional permits shall be included in the applicable Bid items for the Work involved.

NAME OF DOCUMENT	PERMITTING AGENCY	PERMIT REFERENCE NO.
NPDES Construction Stormwater General Permit	Department of Ecology	WAR312370

### **1-07.6 Permits and Licenses**

**(February 14, 2023 Lacey GSP)**

Section 1-07.6 is supplemented with the following:

The Contractor shall obtain any additional permits as necessary. All costs to obtain and comply with permits shall be included in the applicable Bid items for the Work involved.

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

**(February 14, 2023 Lacey GSP)**

The Contractor shall prepare a project-specific spill prevention, control, and countermeasures plan (SPCC Plan), and shall implement the plan for the duration of the project. No on-site construction activities may commence until the Contracting Agency accepts a SPCC Plan for the project. An SPCC Plan template and guidance information is available at <https://wsdot.wa.gov/engineering-standards/environmental-guidance/stormwater-water-quality>.

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

### **Implementation Requirements**

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

### **SPCC Plan Element Requirements**

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

1. Responsible Personnel – Identify the names, titles, and contact information for the personnel responsible for implementing and updating the plan and for responding to spills.
2. Spill Reporting – List the names and telephone numbers of the Federal, State, and local agencies the Contractor shall notify in the event of a spill as referenced in the abovementioned template.
3. Spill Prevention – Describe the following items:
  - a. The contents and locations of spill response kits that the Contractor shall supply and maintain that are appropriately stocked, located in close proximity to hazardous materials and equipment, and immediately accessible.
  - b. Security measures for potential spill sources to prevent accidental spills and vandalism.
  - c. Site inspection procedures and frequency.

4. Spill Response – Outline the response procedures the Contractor shall follow for each scenario listed below, indicating that if hazardous materials are encountered or spilled during construction, the Contractor shall do everything possible to control and contain the material until appropriate measures can be taken. Include a description of the actions the Contractor shall take and the specific on-site spill response equipment that shall be used to assess the spill, secure the area, contain and eliminate the spill source, clean up spilled material, decontaminate equipment, and dispose of spilled and contaminated material:
- a. A spill of each type of hazardous material present.
  - b. Stormwater that has come into contact with hazardous materials.
  - c. A release or spill of any unknown preexisting contamination and contaminant sources (such as buried pipes or tanks) encountered during project Work.

## **Payment**

If no bid item for “SPCC Plan” is included in the proposal, any work described in this section shall be incidental to the project.

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

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

### **1-07.18 Insurance**

**(December 30, 2022 APWA GSP)**

#### **1-07.18(1) General Requirements**

A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer’s financial condition.

B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor’s Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.

C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period (“tail”) or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.

D. The Contractor’s Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency’s insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor’s insurance and shall not contribute with it.

E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency

G. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

### **1-07.18(2) Additional Insured**

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- The Contracting Agency and its officers, elected officials, employees, agents, and volunteers

The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

### **1-07.18(3) Subcontractors**

The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors.

The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

### **1-07.18(4) Verification of Coverage**

The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand such verification of coverage with these insurance requirements or failure of Contracting Agency to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.

2. Copies of all endorsements naming Contracting Agency and all other entities listed in 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required on this Project, a full and certified copy of that policy is required when the Contractor delivers the signed Contract for the work.

### **1-07.18(5) Coverages and Limits**

The insurance shall provide the minimum coverages and limits set forth below. Contractor's maintenance of insurance, its scope of coverage, and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.

All deductibles and self-insured retentions must be disclosed and are subject to approval by the Contracting Agency. The cost of any claim payments falling within the deductible or self-insured retention shall be the responsibility of the Contractor. In the event an additional insured incurs a liability subject to any policy's deductibles or self-insured retention, said deductibles or self-insured retention shall be the responsibility of the Contractor.

### **1-07.18(5)A Commercial General Liability**

Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage.

The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's completed operations for at least three years following Substantial Completion of the Work.

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury each offence
\$1,000,000	Stop Gap / Employers' Liability each accident

### **1-07.18(5)B Automobile Liability**

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

\$1,000,000	Combined single limit each accident
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### **1-07.18(5)C Workers' Compensation**

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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

#### **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:

To review the initial progress schedule;  
To establish a working understanding among the various parties associated or affected by the work;  
To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;  
To establish normal working hours for the work;  
To review safety standards and traffic control; and  
To discuss such other related items as may be pertinent to the work.

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

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

**1-08.0(2) Hours of Work**  
**(December 8, 2014 APWA GSP)**

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than 5 prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)

2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

**1-08.0(2)A Lacey Hours of Work**  
(October 16, 2014 Lacey GSP Option A)

Add the following new section:

Lacey Municipal Code (LMC) Chapter 14.38.010, prohibits outside construction activities between the hours of 9:00 p.m. and 7:00 a.m. in or adjacent to residential zones of the City. A waiver to this ordinance will not be allowed, except in case of emergency, or where operations are necessary during such hours in order to promote the safety of the traveling public as shown in theses specifications or as determined by the Engineer.

**1-08.1(7)A Subcontracting**  
(December 30, 2022 APWA GSP)

Delete the ninth paragraph, beginning with “On all projects, the Contractor shall certify...”.

**1-08.3(2)A Type A Progress Schedule**  
(December 30, 2022 APWA GSP)

Revise this section to read:

The Contractor shall submit five (5) copies of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

**1-08.4 Prosecution of Work**  
(July 23, 2015 APWA GSP)

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

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

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion 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.

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

#### **1-08.4(1) Order Of Work**

(\*\*\*\*\*)

Add the following new section:

Prior to starting construction and issuance of notice to proceed by the City, the Contractor shall furnish the Contracting Agency with a schedule, sequence, and method of proceeding with the work. This schedule shall address all items herein and must be approved by the Contracting Agency prior to commencing any construction operations.

In preparing the contract schedule, the Contractor shall incorporate the following requirements:

Account for the estimated lead time for delivery of the stormwater treatment device.

The limits of disturbance shall be marked prior to the start of construction.

The installation of all storm sewer pipe and any grading activities shall occur between May 1 and September 30.

All seeding and planting shall be performed after completion of the storm improvements.

#### **1-08.5 Time for Completion**

(March 13, 1995 WSDOT GSP 1-08.5OPT7.FR1)

This project shall be physically completed within 40 working days.

#### **1-08.5 Time for Completion**

(December 30, 2022 APWA GSP Option A)

Revise the third and fourth paragraphs to read:

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

Each working 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. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the Physical Completion of the contract; and (3) remaining for the Physical Completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer declares as unworkable. The statement will be identified as a Written Determination by the Engineer. If the Contractor does not agree with the Written Determination of working days, the Contractor shall pursue the protest procedures in accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved 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 (per Section 1-07.9(5)).
  - b. Material Acceptance Certification Documents
  - c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
  - d. Final Contract Voucher Certification
  - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
  - f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
  - g. Property owner releases per Section 1-07.24

#### **1-08.6 Suspension of Work** **(February 15, 2023 Lacey GSP)**

Contract time may be suspended for procurement of critical materials (Procurement Suspension). In order to receive a Procurement Suspension, the Contractor shall within 21 calendar days after execution by the Contracting Agency, place purchase orders for all materials deemed critical by the Contracting Agency for physical completion of the contract. The Contractor shall provide copies of purchase orders for the critical materials. Such purchase orders shall disclose the purchase order date and estimated delivery dates for such critical material.

The Contractor shall show procurement of the materials anticipated to be critical materials as activities in the Progress Schedule. If approved Progress Schedule indicates that the materials procurement are critical activities, and if the Contractor has provided documentation that purchase orders are placed for the critical materials within the prescribed 21 calendar days, then contract time will be suspended upon physical completion of all critical work except that work dependent upon the critical materials. Items anticipated to be critical materials include but are not limited to:

Stormwater Treatment Devices (Contech CDS 3020-6-C or approved equal)

Charging of contract time will resume upon delivery of the critical materials to the Contractor or 70 calendar days, whichever occurs first.

#### **1-08.9 Liquidated Damages** **(March 3, 2021 APWA GSP, Option B)**

Revise the second and third paragraphs to read:

Accordingly, the Contractor agrees:

1. To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

Liquidated Damages Formula

$$LD=0.15C/T$$

Where:

LD = liquidated damages per working day (rounded to the nearest dollar)

C = original Contract amount

T = original time for Physical Completion

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine the Contract 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**

### **1-09.2(1) General Requirements for Weighing Equipment** **(December 30, 2022 APWA GSP, Option 2)**

Revise item 4 of the fifth paragraph to read:

4. Test results and scale weight records for each day's hauling operations are provided to the Engineer daily. Reporting shall utilize WSDOT form 422-027, Scaleman's Daily Report, unless the printed ticket contains the same information that is on the Scaleman's Daily Report Form. The scale operator must provide an AM and PM tare weight for each truck on the printed ticket.

### **1-09.2(5) Measurement** **(December 30, 2022 APWA GSP)**

Revise the first paragraph to read:

Scale Verification Checks – At the Engineer's discretion, the Engineer may perform verification checks on the accuracy of each batch, hopper, or platform scale used in weighing contract items of Work.

### **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 work will correspond with those estimates. Payment will be made on the basis of the amount of work actually authorized by Engineer.

### **1-09.7 Mobilization** **(December 30, 2022 APWA GSP)**

Delete this Section and replace it with the following:

Mobilization consists of preconstruction expenses and the costs of preparatory Work and operations performed by the Contractor which occur before 10 percent of the total original amount of an individual Bid Schedule is earned from other Contract items on that Bid Schedule. Items which are not to be included in the item of Mobilization include but are not limited to:

1. Any portion of the Work covered by the specific Contract item or incidental Work which is to be included in a Contract item or items.
2. Profit, interest on borrowed money, overhead, or management costs.
3. Any costs of mobilizing equipment for force account Work.

Based on the lump sum Contract price for "Mobilization", partial payments will be made as follows:

1. When 5 percent of the total original Bid Schedule amount is earned from other Contract items on that original Bid Schedule, excluding amounts paid for materials on hand, 50 percent of the Bid Item for mobilization on that original Bid Schedule, 5 percent of the total of that original Bid Schedule, or 5 percent of the total original Contract amount, whichever is the least, will be paid.
2. When 10 percent of the total original Bid Schedule amount is earned from other Contract items on that original Bid Schedule, excluding amounts paid for materials on hand, 100 percent of the Bid Item for mobilization on that original Bid Schedule, 10 percent of the total of that original Bid Schedule, or 10 percent of the total original Contract amount, whichever is the least, will be paid.
3. When the Substantial Completion Date has been established for the project, payment of any remaining amount Bid for mobilization will be paid.

Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the Contract.

### **1-09.9 Payments** **(December 30, 2022 APWA GSP)**

Section 1-09.9 is revised to read:

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

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the

respective Specification. Absent a lump sum breakdown, the Project Engineer will make a determination based on information available. The Project Engineer's determination of the cost of work shall be final.

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

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

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

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

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

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

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

Failure to perform obligations under the Contract by the Contractor may be decreed by the Contracting Agency to be adequate reason for withholding any payments until compliance is achieved.

Upon completion of all Work and after final inspection (Section 1-05.11), the amount due the Contractor under the Contract will be paid based upon the final estimate made by the Engineer and presentation of a Final Contract Voucher Certification to be signed by the Contractor. The Contractor's signature on such voucher shall be deemed a release of all claims of the Contractor unless a Certified Claim is filed in accordance with the requirements of Section 1-09.11 and is expressly excepted from the Contractor's certification on the Final Contract Voucher Certification. The date the Contracting Agency signs the Final Contract Voucher Certification constitutes the final acceptance date (Section 1-05.12).

If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher Certification or any other documentation required for completion and final acceptance of the Contract, the Contracting Agency reserves the right to establish a Completion Date (for the purpose of meeting the requirements of RCW 60.28) and unilaterally accept the Contract. Unilateral final acceptance will occur only after the Contractor has been provided the opportunity, by written request from the Engineer, to voluntarily submit such documents. If voluntary compliance is not achieved, formal notification of the impending establishment of a Completion Date and unilateral final acceptance will be provided by email with delivery confirmation from the Contracting Agency to the Contractor, which will provide 30 calendar days for the Contractor to submit the necessary documents. The 30 calendar day period will begin on the date the email with delivery confirmation is received by the Contractor. The date the Contracting Agency

unilaterally signs the Final Contract Voucher Certification shall constitute the Completion Date and the final acceptance date (Section 1-05.12). The reservation by the Contracting Agency to unilaterally accept the Contract will apply to Contracts that are Physically Completed in accordance with Section 1-08.5, or for Contracts that are terminated in accordance with Section 1-08.10. Unilateral final acceptance of the Contract by the Contracting Agency does not in any way relieve the Contractor of their responsibility to comply with all Federal, State, tribal, or local laws, ordinances, and regulations that affect the Work under the Contract.

Payment to the Contractor of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

## **1-09.9 Payments**

**(November 20, 2020 Lacey GSP)**

Section 1-09.9 is supplemented with the following:

Progress payments and the Final Contract Voucher Certification (FCVC) will be transmitted electronically to the Contractor for signature. The Contractor shall apply all signatures electronically using the software provided by the Contracting Agency. Within 21 days of execution of the Contract, the Contractor shall submit the names, email addresses, and text-message capable phone numbers for the authorized signers and shall bear the name, phone number and email of the officer providing this authorization. Delegation of authority to sign progress payments and the FCVC shall be by the officer authorized to sign the Contract.

## **1-09.11(3) Time Limitation and Jurisdiction**

**(December 30, 2022 APWA GSP)**

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that all claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be brought within 180 calendar days from the date of final acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further agreed that all such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to all such claims or causes of action. It is further mutually agreed by the parties that when claims or causes of action which the Contractor asserts against the Contracting Agency arising from the Contract are filed with the Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency to have timely access to all records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

## **1-09.13(1) General**

**(January 19, 2022 APWA GSP)**

Revise this section to read:

Prior to seeking claims resolution through arbitration or litigation, the Contractor shall proceed in accordance with Sections 1-04.5 and 1-09.11. The provisions of Sections 1-04.5 and 1-09.11 must be complied with in full as a condition precedent to the Contractor's right to seek claim resolution through binding arbitration or litigation.

Any claims or causes of action which the Contractor has against the Contracting Agency arising from the Contract shall be resolved, as prescribed herein, through binding arbitration or litigation.

The Contractor and the Contracting Agency mutually agree that those claims or causes of action which total \$1,000,000 or less, which are not resolved by mediation, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

The Contractor and the Contracting Agency mutually agree that those claims or causes of action in excess of \$1,000,000, which are not resolved by mediation, shall be resolved through litigation unless the parties mutually agree in writing to resolve the claim through binding arbitration.

**1-09.13(3)A Arbitration General**  
**(January 19, 2022 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 36.01.050 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.

**1-09.13(4) Venue for Litigation**  
**(December 30, 2022 APWA GSP)**

Revise this section to read:

Litigation shall be brought in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is mutually agreed by the parties that when litigation occurs, the Contractor shall permit the Contracting Agency to have timely access to all records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

## **2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP**

**2-01.1 Description**  
**(October 16, 2009 Lacey GSP)**

Supplement this section with the following:

The City of Lacey is a Tree City USA, and has deemed it necessary to protect all trees to the best of their ability. Only the trees that are evaluated by a certified Arborist as being diseased or detrimental to the project shall be removed as shown in the plans. The Contractor shall conduct a site review noting all trees within the construction zone prior to submitting a bid. Ease of construction, spoils, or stockpiling needs shall not justify tree removal.

A high visibility fence shall be installed around all trees and vegetation as required by the Engineer prior to beginning work. The Contractor shall be responsible for installing, maintaining and removing the high visibility fence as required.

Disposal of all organic waste shall be by Disposal Method No. 2. Disposal Method No. 1 and No. 3 will not be permitted in this contract. The City of Lacey encourages recycling of organic material at a certified organic recycling center.

The Contractor shall take all precautions necessary to protect the public, property, trees, and natural vegetation from harm. Any damage to utilities or other structures on public right-of-way or private property shall be restored by the Contractor or authorized agent at the Contractor's expense.

## **2-01.5 Payment**

(October 16, 2009 Lacey GSP)

Modify this section with the following:

The unit contract price per acre or lump sum for "Clearing and Grubbing" shall be full pay for all work described in this section including "Roadside Cleanup". If no bid item for "Clearing and Grubbing" or "High Visibility Fence" is included in the proposal, any work described in this section shall be incidental to the project.

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

### **2-02.1 Description**

(\*\*\*\*\* )

Supplement this section with the following:

The following items plus all materials resulting from incidental work including clearing; grubbing and roadside cleanup shall be removed from the job site, disposed of in a waste site or when noted on the plans, delivered to the City.

This work consists of but shall not be limited to the following items:

Trees, Rocks, and Stumps	Roadside Cleanup
Storm Sewer Pipe	Culverts
Storm Sewer Outfalls	Refuse
Silt Fence	

The Contractor shall remove, haul, and dispose of the existing Storm Sewer Pipe, Trees and stumps, and all other material resulting from incidental work as shown on the plans and noted in these specifications.

The Contractor shall notify property owners/residents prior to all grading, clearing, and fence removal on newly acquired right-of-way a minimum of 3 days before any work.

### **2-02.2 Video**

(March 3, 2022 Lacey GSP)

Add the following new section:

The Contractor shall provide pre-construction video of the existing conditions for the construction area including all easements, streets, alleys, and driveways within the project area. Further, video shall include existing drainage, driveways, sidewalks, and other frontage improvements. The Contractor shall also

provide pre-construction video of the existing conditions of each face of an existing structure (houses, garages, sheds, fences, etc.), within 30 feet of the construction area.

The Contractor shall provide a copy of the video, in electronic format, to the City prior to any construction.

All costs for providing and furnishing the pre-construction video shall be considered incidental to the Project and no other payment will be allowed.

## **2-02.3 Construction Requirements**

(\*\*\*\*\*)

Supplement this section with the following:

Unless otherwise noted, storm pipe, catch basins and manholes shall be removed entirely.

The Contractor shall use due care and caution during removal and transportation of the salvaged material so that no damage occurs to the salvaged material. Any damage caused by the Contractor shall be deducted from the amount due.

## **2-02.5 Payment**

(March 18, 2015 Lacey GSP)

Delete this section and replace with the following:

“Removal of Structures and Obstructions”, lump sum.

The lump sum contract price for these bid items shall be full compensation for all labor, equipment and materials necessary to complete the requirements of this section.

## **2-03 ROADWAY EXCAVATION AND EMBANKMENT**

### **2-03.1 Description**

(\*\*\*\*\*)

The following is added at the beginning of this section:

The Work described in this Section includes pond excavation and grading, debris pile removal, excavating below the groundwater table, embankment for the pond, and hauling and disposing of all excavated material. Work includes but is not limited to all operations and material handling necessary to prepare, stockpile, and otherwise process the excavated material for hauling and disposal offsite.

Incidental to the Work will be all necessary and required clearing, grubbing, and water management. Water management will include, but is not limited to, construction of any cofferdams, pumping, and treatment. Clearing and grubbing will include the removal and disposal of any and all existing vegetation within the clearing limits necessary for the project as well as salvaging and stockpiling any logs for reuse as described in Section 2-01.

All Work described here shall be in accordance with the lines, grades, cross-sections and elevations shown on the Plans or established by the Engineer, and shall include any additional excavation necessary to accommodate placement of soil amendment to the elevations described in 8-02.3(6) Soil Amendments.

### **2-03.3(7)A General**

(\*\*\*\*\* )

Supplement this section with the following:

“Pond Excavation Incl. Haul” material shall be excavated and graded as shown on the Plans, and disposed of according to Section 2-03.3(7) C.

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

(October 16, 2009 Lacey GSP)

Supplement this section with the following:

The Contracting Agency has not provided a waste site for disposal of excess materials and debris.

### **2-03.3(14)C Compacting Earth Embankments**

(October 29, 2010 Lacey GSP)

Supplement this section with the following:

The Contractor shall be required to compact all embankments in accordance with Method C as described in Section 2-03.3(14) C of the Standard Specifications.

### **2-03.3(14)D Compaction and Moisture Control Tests**

(March 3, 2022 Lacey GSP Option A)

Supplement this section with the following:

The Contractor shall be responsible for scheduling and coordinating with the City’s testing laboratory. No adjustment to the contract price or time for delays will be made if the contractor fails to schedule the needed testing.

The Contractor shall schedule a minimum of one density test for backfill for each 500 CY placed. In addition, the Contractor shall schedule a minimum of one density test for every 1,000 LF (per layer) of surfacing material placed.

For materials placed in a non-structural application outside the roadway prism such as slope flattening or shoulder dressing, acceptance for compaction may be based on visual inspection to the satisfaction of the engineer.

### **2-03.3(14)E Unsuitable Foundation Excavation**

(October 29, 2010 Lacey GSP)

Supplement this section with the following:

The Contractor shall excavate to stable material and backfill in lifts with Crushed Surfacing Base Course or Gravel Borrow as identified by the Engineer.

If the Engineer identifies additional excavation to a depth greater than what is shown in the Plans, it shall be paid for by the bid item “Unsuitable Foundation Excavation Incl. Haul”. If the Contractor excavates to a depth beyond that shown in the Plans without the Engineer’s approval, all costs shall be at the Contractor’s expense.

### **2-03.3(20) Pond Excavation** **(February 14, 2023 Lacey GSP)**

Add the following new section:

This work consists of constructing stormwater ponds by clearing and grubbing, excavating including haul, reusing suitable native material, storing and moving existing material onsite and embankment construction to form the general shapes and slopes as shown on the Plans, or as directed by the Engineer. If it is determined that additional material is needed to construct the pond(s) per the Plans and these Specifications, then the additional material shall be paid under the separate bid item, “Gravel Borrow Incl. Haul.”

### **2-03.4 Measurement** **(October 29, 2010 Lacey GSP)**

Supplement this section with the following:

The quantity of the following items to be paid for on this project shall be quantities shown on the bid proposal:

“Pond Excavation Incl. Haul”, per cubic yard.

The quantities in the bid proposal are based on a computer generated earthwork calculated on the existing ground survey. The quantities do not incorporate expansion, clearing and grubbing, or construction methodology. These values are listed for the convenience of the Contractor in determining the volume of work involved as calculated by the Engineer and are not guaranteed to be accurate. The prospective bidders shall verify these quantities prior to submitting the bid. A digital copy of the survey is available to prospective bidders from the Contracting Agency at the Contractor’s request. No adjustments will be made in these quantities although the actual quantities may deviate from those listed.

### **2-03.5 Payment** **(March 3, 2022 Lacey GSP)**

Supplement this section with the following:

“Pond Excavation Incl. Haul”, per cubic yard.

The unit contract price per cubic yard for “Pond Excavation” shall be full compensation for all costs incurred for excavating, loading, placing, hauling, shaping, grading, and disposing of the material.

## **2-05 TRENCH SAFETY SYSTEM** **(October 16, 2009 Lacey GSP)**

Add the following new section:

### **2-05.1 Description**

This work consists of furnishing, utilizing, moving, and maintaining a trench safety system.

### **2-05.3 Construction Requirements**

The Contractor shall comply with all applicable state laws, OSHA, WISHA requirements, and Department of Labor and Industries regulations governing trench excavation and pipe laying.

If extra excavation is used in lieu of, or in addition to shoring, cribbing, trench shields, or trench boxes, and select backfill material is required in the trench zone, then select backfill shall be used in the extra excavation zone.

### **2-05.4 Measurement**

Trench safety system shall be paid for per lump sum regardless of the type, size and quantity used.

### **2-05.5 Payment**

The lump sum contract price for “Trench Safety System” shall be full compensation for all labor, tools, equipment, and materials necessary to comply with the requirements stated above.

## **2-07 WATERING**

### **2-07.3 Construction Requirements**

[\(October 16, 2009 Lacey GSP\)](#)

Supplement this section with the following:

If the Contractor anticipates the use of City water, the Contractor shall apply for a water meter through the City of Lacey. Any damage rendered to the meter shall be repaired or replaced by the Contracting Agency and those costs deducted from monies due to the Contractor. All water used shall be metered and used sparingly for the entire length of the project. The Contractor will not be charged for water used on the project.

The Contractor shall use the water to keep the project site clean and to control dust during and after construction hours as determined by the Engineer.

### **2-07.4 Measurement**

[\(October 16, 2009 Lacey GSP\)](#)

Delete and replace this section with the following:

The Contractor shall apply for a construction meter through the Contracting Agency. All water used shall be measured with the Contracting Agency supplied meter.

### **2-07.5 Payment**

[\(February 14, 2023 Lacey GSP\)](#)

Delete and replace this section with the following:

The Contractor will not be charged for water used on this project. A construction meter will also be provided for a deposit and can be obtained at the City of Lacey Maintenance Service Center. Any costs to repair meters damaged by the Contractor shall be recovered from monies due the Contractor.

All costs to use or apply water as directed by the Engineer, including but not limited to supplying tank trucks, reduced pressure backflow assemblies (RPBA), and certification of approved backflow prevention methods, shall be considered incidental to the project and no other payment will be allowed.

## **2-14 DEWATERING**

### **(November 20, 2020 Lacey GSP)**

Add the following new sections:

#### **2-14.1 Description**

This work consists of furnishing all labor, tools, equipment, and materials required for dewatering as the work and Engineer requires to maintain a dry excavation by diverting or removing both groundwater and surface water.

#### **2-14.3 Construction Requirements**

Excavations must be kept free of water. The Contractor must control surface run-off and groundwater so as to prevent entry or collection of water in excavations and to maintain the undisturbed state of the native subgrade.

The Contractor must submit the method and installation of the dewatering system to the Engineer at least 20 working days prior to installation of dewatering systems.

Disposal of the water must not cause injury to public or private property, or nuisance to the public. Sufficient pumping and power equipment in good working condition must be available at all times for all emergencies, including power outage. Competent personnel must be available at all times for the operation of the dewatering system. Water discharge must comply with required permits from the City of Lacey and/or Thurston County, state and federal agencies as appropriate, and be conducted per Section 8-01.

#### **2-14.5 Payment**

“Dewatering”, by force account as provided in Section 1-09.6. “Dewatering” shall be full pay for submitting a Dewatering Plan, furnishing all labor, tools, equipment, and materials required for dewatering, all Work required during construction and to keep the work area dry during construction, and backfilling as specified. This shall also include removal of all dewatering equipment and materials, backfill and restoration, and any additional worked deemed necessary by the Engineer. To provide a common proposal for all bidders, the Contracting Agency has entered an amount in the Proposal to become a part of the Contractor’s total Bid.

## **7-04 STORM SEWERS**

### **7-04.1 Description**

#### **(January 3, 2017 Lacey GSP)**

Supplement this section with the following:

This work shall consist of constructing debris barriers, trash racks, special fittings, joint materials, dewatering, bypass pumping, and testing.

## **7-04.2 Materials**

(October 29, 2010 Lacey GSP)

Delete the first paragraph of this section and replace with the following:

Pipe used in this project shall meet the requirements of the following sections:

Solid Wall PVC Storm Sewer Pipe	9-05.12(1)
Corrugated Polyethylene Storm Sewer Pipe	9-05.20

## **7-04.4 Measurement**

(October 30, 2018 Lacey GSP)

Supplement this section with the following:

“Connect to Existing Storm Main” will be measured per each location called out in the plans

## **7-04.5 Payment**

(\*\*\*\*\*)

Delete this section and replace with the following:

“Connect to Existing Storm Main”, per each.

The unit contract price for "Connect to Existing Storm Main" shall be full pay for providing all labor, tools, equipment, and materials necessary to connect to the existing main and catch basin. For purposes of payment, there will be no distinction made for the difficulty of connecting to the existing main and catch basin or the quantity of connecting pipes or other materials needed. If no such item exists all costs shall be incidental to the project and no additional compensation shall be allowed.

“12 Inch Diameter Storm Sewer Pipe”, per linear foot.

The unit contract price per linear foot for “12 Inch Diameter Storm Sewer Pipe”, shall be full compensation for all labor, material, and equipment to furnish, place, assemble, and install storm sewer line, complete in place, including all wyes, tees, caps, plugs, trash racks, debris barriers, special fittings, joint materials, commercial concrete, adjustment of inverts to manholes, dewatering, bypass pumping, and testing. Further, all excavation, hauling, disposal, compaction, temporary patching and other required earthwork shall be included.

## **7-08 GENERAL PIPE INSTALLATION REQUIREMENTS**

### **7-08.1 Description**

(December 31, 2014 Lacey GSP)

This section is revised to read:

This work includes installing culverts, storm sewers, sanitary sewers, and water mains. The contractor shall also follow Section 7-02, 7-04, 7-09 or 7-17 as it applies to the specific kind of Work.

## **7-08.2 Materials**

**(October 16, 2009 Lacey GSP)**

Supplement this section with the following:

Bank Run Gravel for Trench Backfill shall be in accordance with Section 9-03.19.

Imported Pipe Bedding shall be in accordance with Section 9-03.16.

## **7-08.3 Construction Requirements**

### **7-08.3(1) Excavation and Preparation of Trench**

**(October 30, 2018 Lacey GSP)**

Supplement this section with the following:

The contractor shall locate and preserve all existing utilities per RCW 19.122. Utility locations shown on the plans depict the physical features that were visible at the time of the survey. The City of Lacey is not responsible for the location of underground utilities that are marked or not marked in the field by other utility providers. Utility service laterals are not typically shown on plans or locatable and the contractor shall anticipate such services. The City will locate the meters and the mains. For service laterals, pursuant to RCW 19.122.030, the City will indicate a presence of an un-locatable service lateral and if requested can meet with the contractor or provide copies of available records. The Contractor shall have a crimping tool available during excavation to crimp any broken water services. Before commencing work, the contractor shall coordinate with One-Call services to determine the location of all utilities.

The Contractor shall pothole all apparent conflicts between existing utilities and proposed construction as approved by the Engineer. The Contractor shall notify Engineer of location and approximate time to complete prior to potholing. The Contractor shall notify the Engineer of any conflicts with the existing utilities and proposed work at least 3 days prior to proceeding with work. Potholing of the utilities shall be completed a minimum distance of 300 feet in front of pipe laying operations. No adjustment to the contract price or time will be made if the contractor fails to follow this specification. Potholing for Utility Crossings and Connections shall be performed by the Contractor using vacuum excavation truck or other device approved by the Engineer. If the Contractor potholes prior to approval no compensation shall be made for the potholing.

The Contractor shall deflect pressurized pipe at the joints no greater than the maximum allowable deflection as determined by the pipe or fitting manufacturer to avoid conflicts with crossing utilities. Vertical bends and vertical thrust blocking shall be avoided by deflecting pipe either upwards or downwards prior to the utility crossing.

### **7-08.3(1)A Trenches**

**(December 31, 2014 Lacey GSP)**

Section 7-08.3(1)A is supplemented with the following to the fourth paragraph:

All material excavated from trenches shall not be piled on the roadway.

### **7-08.3(1)C Bedding the Pipe**

**(February 25, 2015 Lacey GSP)**

Section 7-08.3(1)C is supplemented with the following

If native material meets the requirements of 7-08.2 the Contractor shall use all suitable native material prior to using imported pipe bedding or bank run gravel. All material shall be approved by the Engineer prior to placement. If the Contractor places imported material prior to approval, no compensation shall be made for the imported material.

**7-08.3(3) Backfilling**  
**(October 30, 2018 Lacey GSP)**

Supplement this section with the following:

For backfilling trenches for longitudinal runs of pipe, the Contractor shall use all suitable native material prior to using bank run gravel and/or controlled density fill. All native backfill material shall be approved by the Engineer prior to placement. If the Contractor places imported material prior to approval, no compensation shall be made for the imported material. All backfill material shall be compacted and tested according to Section 2-03.3(14)D.

**7-08.3(5) Pipe Abandonment**  
**(February 14, 2023 Lacey GSP)**

Add the following new section:

The Contractor shall abandon pipes where shown on the Plans or directed by the Engineer. For abandonment, removal, handling and disposal of asbestos cement piping, refer to Section 7-09.3(19)D of these Special Provisions. All abandonments shall be done after all new utility mains and service connections are installed unless authorized by the Engineer. Abandonments shall include all excavation, pipe cutting and removal, fittings, concrete plugging, and backfilling. Some abandonments require specific fittings as indicated on the Plans. All fittings required to complete the abandonment shall be included in the cost for the abandonment. Potholing per 7-08.3(1) to verify required fittings shall be done as directed by the Engineer. The valve shall not be abandoned in place, the valve shall be removed and a blind flange installed. Pipe abandonments shall be completed in cooperation with the engineer in order to minimize disruption of utility service to the residents. If water services will be interrupted follow the requirements of 7-09.3(19)B.

All pipes to be abandoned shall have the first 2 linear feet of abandoned pipe filled/plugged with a watertight concrete grout. The inspector shall inspect the abandonment prior to backfilling.

In the case of an abandonment associated with a connection to an existing main, no payment shall be made for the bid item "Pipe Abandonment". The Contractor shall include all costs with these associated abandonments under the "Connect to Existing Water Main", "Connect to Existing Reclaimed Water Main", "Connect to Existing Gravity Sewer Main", or "Connect to Existing Sanitary Sewer Main" pay item. In addition, payment for "Pipe Abandonment" will only be paid for the locations and quantities called out on the plans or as directed by the Engineer.

**7-08.3(7) Connections to Existing Mains**  
**(October 30, 2018 Lacey GSP)**

Add the following new section:

The Contractor shall be responsible for determining the scope of work for connection to existing mains.

It shall be the Contractor's responsibility to field verify the location and depth of the existing main and the fittings required in accordance with 7-08.3(1) to make the connections to the existing mains including any pipe abandonment associated with the connections to existing mains. Connect to existing mains shall be completed in cooperation with the engineer in order to minimize disruption of service to the residents. All taps shall be a minimum of 36" away from the bell joint unless otherwise approved by the engineer.

Payment for "Connect to Existing Storm Main" will only be paid for the locations and quantities called out on the plans or as directed by the Engineer. For purposes of payment, there will be no distinction made for the difficulty of connecting to the existing main or the quantity of connecting pipes or other materials needed.

#### **7-08.4 Measurement**

(October 30, 2018 Lacey GSP)

Supplement this section with the following:

"Imported Pipe Bedding" will be measured per ton.

"Bank Run Gravel for Trench Backfill" will be measured per ton.

#### **7-08.5 Payment**

(October 30, 2018 Lacey GSP)

Supplement this section with the following:

"Bank Run Gravel for Trench Backfill" per ton and "Imported Pipe Bedding" per ton.

The unit contract price per ton for "Bank Run Gravel for Trench Backfill" and "Imported Pipe Bedding" shall be full compensation for all labor, material and equipment to furnish, place and compact the backfill. Native material used for backfill shall be considered incidental to the pipe installation and no additional compensation shall be allowed.

Payment shall be based on actual amount of imported bedding or bank run gravel for trench backfill used. The Engineer reserves the right to adjust the bid proposal quantity as required.

There will be no additional compensation made for the removal and wasting of trench excavation that is unsuitable for backfill.

If no bid item for "Bank Run Gravel for Trench Backfill" or "Imported Pipe Bedding" is included, any work described in these sections shall be included in the unit contract price per foot of pipe installed and no additional compensation shall be allowed.

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

#### **8-01.3 Construction Requirements**

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

(May 28, 2020 WSDOT GSP)

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

The Contractor shall identify the ESC Lead at the preconstruction discussions and in the TESC Plan. The ESC Lead shall have, for the life of the Contract, a current Certificate of Training in Construction Site

Erosion and Sediment Control from a course approved by the Washington State Department of Ecology. The ESC Lead must be onsite or on call at all times throughout construction. The ESC Lead shall be listed on the Emergency Contact List required under Section 1-05.13(1).

The ESC Lead shall implement the TESC Plan. Implementation shall include, but is not limited to:

1. Installing, adaptively managing, and maintaining temporary erosion and sediment control BMPs to assure continued performance of their intended function. Damaged or inadequate BMPs shall be corrected immediately.
2. Updating the TESC Plan to reflect current field conditions.
3. Inspecting and reporting on all areas disturbed by construction activities, all on-site erosion and sediment control BMPs, and all storm water discharge points every calendar week and within 24 hours of runoff events in which storm water discharges from the site or as directed by the Engineer.
4. Submit to the Engineer no later than the end of the next working day following the inspection a TESC Inspection Report that includes:
  - a. When, where, and how BMPs were installed, maintained, modified, and removed.
  - b. Observations of BMP effectiveness and proper placement.
  - c. Recommendations for improving future BMP performance with upgraded or replacement BMPs when inspections reveal TESC BMP deficiencies.
  - d. Identify for each discharge point location whether there is compliance with state water quality standards in WAC 173-201A for turbidity and pH.

Inspection of temporarily stabilized, or inactive sites may be reduced to once every calendar month if allowed by the Engineer.

#### **8-01.3(9)A2 Silt Fence** **(October 16, 2014 Lacey GSP)**

Supplement this section with the following:

If the Engineer determines that site conditions dictate additional silt fence throughout the duration of the project, the Contractor shall immediately install additional silt fence as directed by the Engineer.

#### **8-01.3(9)D Inlet Protection** **(November 20, 2020 Lacey GSP)**

Delete the first paragraph and replace with the following:

All catch basins and inlets within 500 ft of the project limits, downstream or affected by construction activities shall have inlet protection and as required by the Engineer. Inlet protection devices shall be installed prior to beginning clearing, grubbing, or earthwork activities.

#### **8-01.4 Measurement** **(April 30, 2015 Lacey GSP)**

Supplement this section with the following:

All items required for erosion control shall be included in the lump sum bid item “Erosion/Water Pollution Control” unless a specific bid item is included in the proposal.

Modify this section with the following:

No specific unit of measure shall apply to the lump sum item “ESC Lead”

### **8-01.5 Payment**

(\*\*\*\*\*)

Modify this section with the following:

“Silt Fence”, per linear foot.

“High Visibility Silt Fence”, per linear foot

The unit contract price per linear foot shall be full pay for all equipment, labor and materials to install, maintain, remove and dispose of the silt fence as shown in the Plans and as directed by the Engineer.

Delete “Erosion/Water Pollution Control”, by force account and add the following bid item:

“Erosion/Water Pollution Control”, lump sum.

The lump sum contract price for “Erosion/Water Pollution Control” shall be full compensation for all labor, material, and equipment necessary to implement, install, maintain and remove all erosion and water pollution control items and BMPs including removal and disposal of sediment, stabilization and rehabilitation of soil disturbed by these activities, and any additional Work deemed necessary by the Engineer to control erosion and water pollution and all Work required for compliance with the Construction Stormwater General Permit (CSWGP) including annual permit fees. The requirements for the ESC Lead shall also be included in this lump sum bid item if no bid item is included in the proposal. The Contractor shall bear full responsibility for erosion/water pollution control in all sources of material, disposal sites, and haul roads.

## **8-02 ROADSIDE RESTORATION**

### **8-02.1 Description**

(\*\*\*\*\*)

Supplement this section with the following:

This work shall consist of reseeding all disturbed areas within the limits of disturbance. It includes vegetation preservation, weed and pest control, soil preparation, furnishing and placing seed, and performing plant establishment activities.

### **8-02.3(4) Topsoil**

(\*\*\*\*\*)

Supplement this section with the following:

The Contractor shall thoroughly scarify the subgrade by tilling, disking or harrowing after the subgrade elevation has been established as indicated on the Plans.

Final grading shall include raking, floating, dragging, and rolling to remove all surface irregularities and to provide a firm, smooth surface with positive drainage. Imported topsoil shall not be placed more than 3 days prior to permanent seeding.

### **8-02.3(5) Roadside Seeding, Lawn and Planting Area Preparation**

**(\*\*\*\*\*)**

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

Seeding area preparation will be required in all seeding areas. Seeding area preparation shall include removal of existing vegetation, construction debris, all visible rocks or other detrimental material from the seeding area before uniformly tilling the top 8"-12" of soil using a rototiller or similar machine, grading the soil, and then thoroughly watering down.

Identify existing trees that are to be removed. Contractor to provide, install and maintain tree protection throughout project duration.

All seeding area preparation shall be conducted under favorable weather conditions only. Soil shall not be worked when excessively dry or wet. Engineer reserves the right to stop any work taking place when conditions are considered detrimental to soil structure or plant growth.

All seeding areas shall be weed free and approved by the Engineer before starting rototilling and after rototilling has been completed. The area shall then be approved by the Engineer for fine grading, before starting any planting operations.

All seeding surface areas shall be left with a firm, uniform surface, free of weeds and undulations or other irregularities. Remove all rocks, clods, and debris from all planting surfaces, unless otherwise specified on the plans or directed by the Engineer.

The Contractor shall bear final responsibility for proper surface drainage of the site and the features thereon. Any discrepancy in the drawings or specifications, obstructions on the site, or prior work done by another party which the Contractor feels precludes establishing proper drainage, shall be brought immediately to the attention of the Engineer in writing for correction or relief of said responsibility.

### **8-02.3(9) Seeding, Fertilizing and Mulching**

**(\*\*\*\*\*)**

Supplement this section with the following:

The Contractor shall provide water or irrigation to all seeded areas as often as conditions dictate depending on weather and soil conditions. Water will be provided as described in Section 2-07.

Seed shall be broadcast with approved hydraulic seeding equipment, in combination with wood cellulose fiber mulch, soil stabilizer and fertilizer distributed uniformly over designated areas. Half of seed shall be sown with sower moving in one direction, the other half with sower moving at right angles to first sowing. Hydroseeding operator shall remove all seed mulch in its entirety from adjoining paving, structures and plants

### **8-02.3(9)A Dates For Application of Seed**

**(November 20, 2020 Lacey GSP)**

Delete the second paragraph of this section and replace with the following:

In areas receiving automatic irrigation, seeding may occur between May 15 and September 1. Actual planting shall be performed only when weather and soil conditions are suitable and in accordance with locally accepted practice and/or approved by the Engineer.

#### **8-02.4 Measurement**

(\*\*\*\*\*)

Supplement this section with the following:

“Seeding and Fertilizing” shall be measured per acre.

#### **8-02.5 Payment**

(\*\*\*\*\*)

Supplement this section with the following:

The unit contract price per acre for "Seeding and Fertilizing", shall be full compensation for all labor, material, tools and equipment necessary to prepare, place, protect, irrigate and maintain all items as specified.

The Contractor shall receive payment of 60 percent of the unit contract price, per acre, upon the completion of the initial hydroseeding. Payment shall be increased to 100 percent of the unit contract price, per acre, upon the point where the first mowing is required, as determined by the Engineer. All partial payments shall be limited to the actual area of weed free healthy vigorous growth.

Partial payments shall not constitute acceptance of the area, nor shall the ownership or title transfer to the Contracting Agency. Areas found not acceptable at any stage shall be rejected and replaced at the Contractor's expense. Previous partial payments made for areas rejected will be deducted from future payments due the Contractor.

### **8-05 LAWN AND LANDSCAPE RESTORATION**

(October 16, 2014 Lacey GSP)

Add the following new section:

#### **8-05.1 Description**

The Contractor shall take every precaution to preserve and protect existing lawn and landscape areas. Only those landscaped areas necessary for construction shall be disturbed. All lawn areas and landscaping damaged or removed shall be repaired as directed by the Engineer. Lawn areas damaged or removed shall be restored with sod as directed by the Engineer.

#### **8-05.3 Construction Requirements**

The Contractor shall repair any vegetation, fencing, culverts, ditch sections, or any other objects or structures that are not covered by a specific bid item. Restoration shall return anything damaged by construction to their original condition or to a condition superior to the original condition. The Contractor shall be responsible to evaluate the site prior to bidding this project to determine the areas to be affected by the particular construction method or machinery proposed to be used.

#### **8-05.4 Measurement**

No unit of measure shall apply to the lump sum price for Lawn and Landscape Restoration.

## **8-05.5 Payment**

“Lawn and Landscape Restoration”, lump sum.

The lump sum contract price for “Lawn and Landscape Restoration” shall be full pay for all labor, materials, and equipment to restore the project site to condition equal to, or superior to the original condition.

If no bid item for “Lawn and Landscape Restoration” is included, any work described in this section shall be incidental to the project.

## **8-50 MISCELLANEOUS**

Add the following new sections:

### **8-50.2 PROJECT CLOSEOUT**

[\(April 2, 2018 Lacey GSP\)](#)

#### **Description**

This work shall consist of completing all miscellaneous items of work in accordance with the Plans and these Specifications that are required to achieve Completion and Final Acceptance, as identified by the Engineer and the Contracting Agency. This work may include but is not limited to punch list items, record drawings, O&M Manuals, training, material acceptance documents, copies of the approved “Affidavit of Prevailing Wages Paid” for the Contractor and all Subcontractors, and any other work required in these Plans and Specifications that has not been completed.

#### **Measurement**

No unit of measurement shall apply to the lump sum price for “Project Closeout”.

#### **Payment**

“Project Closeout”, lump sum.

The unit contract price per lump sum for “Project Closeout” includes all compensation for all costs of completing the miscellaneous items of work identified by the Contracting Agency prior to final acceptance of the Project. A fixed lump sum price has been included in the Proposal for this work. Any additional costs anticipated or incurred by the Contractor for the work shall be included in the various lump sum and unit price bid items as found in the Proposal. Neither partial payment, nor additional compensation shall be allowed

## **9-03 AGGREGATES**

Add the following new Section:

### **9-03.16 Imported Pipe Bedding**

[\(April 30, 2015 Lacey\)](#)

Bedding material for gravity mains and stubs/or laterals shall be clean sand/gravel mixture free from organic matter and conforming to the following gradation:

Sieve Size	Percent Passing
------------	-----------------

3/8" square	85-100
U.S. No. 4	10-30
U.S. No. 8	0-10
U.S. No. 16	0-5

All percentages are by weight

### **9-03.21 Recycled Materials**

**(April 30, 2015 Lacey)**

Section 9-03.21 is supplemented with the following:

Recycled materials will not be used unless approved by the Engineer.

## **9-14 EROSION CONTROL AND ROADSIDE PLANTING**

### **9-14.2(1) Topsoil Type A**

**(March 3, 2022 Lacey GSP)**

Supplement this section with the following:

Topsoil Type A shall be composed of a three way winter mix consisting of 2 parts soil, 2 parts compost, 3 parts sand.

Soil shall be classified as gravelly sand, well-graded sand, poorly graded sand, or silty sand.

Compost shall be a weed free well decomposed, humus-like material derived from the decomposition of grass clippings, leaves, branches, wood, and other organic materials. Compost shall be produced at a permitted solid waste composting facility. Composts containing shavings, cedar sawdust, or straw will not be permitted.

Sand shall consist of 100 percent passing the 3/8 inch sieve, minimum 95 percent passing the #4 sieve, and maximum of 5 percent passing the #100 sieve.

Topsoil shall meet the following requirements:

Screen Size (approximate particle size)	5/8" maximum
Maturity measure (C:N ratio)	30:1
Total Nitrogen	0.5% minimum
PH range	5.5-8.0
Foreign matter by dry weight	1% maximum

The Contractor shall provide a sample of the topsoil and a laboratory analysis with recommendations from the laboratory for desired additives for the Engineers approval. The Contractor shall incorporate any additives recommended by the laboratory.

### **9-14.3 Seed**

**(November 20, 2020 Lacey)**

Supplement this section with the following:

There shall be several types of mixes used on this project. The list of approved seed varieties are specifically identified list below. They shall be applied at the given rates. Source identified seed shall be fourth generation or earlier. Non-Source Identified seed shall meet or exceed Washington State Department of Agriculture Certified Seed Standards. Seeds shall be certified “Weed Free”, indicating there are no noxious or nuisance weeds in the seed.

Lawn Mix - shall be applied at 200 pounds per acre and the maximum weed seed shall be no more than 0.5%. Grass seed of the following composition, proportion, and quality shall be applied as follows:

Kind and Variety of Seed	Percent By Weight	Minimum Pure Seed	Minimum Germination
Equal Mix 3-Perennial Ryegrasses	60%	98%	90%
One Chewing Fine Fescue	20%	98%	90%
One Creeping Red Fescue	20%	98%	90%

Approved Seed Type:

#### **Perennial Ryegrasses**

Fiesta 4	Manhattan 5	Grand Slam GLD	Karma
SR 4650	Karma	Banfield	Sideways
Thrive	Wicked	Pavilion	Dasher 3
Tetradark			

#### **Creeping Red Fescue**

Salsa	Cindy	Jasper	Salem
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#### **Chewing Fescue**

Tiffany	Shadow II	Treazure E	Longfellow
Weekend	Tamara	Enjoy	Victory

### **9-14.4 Fertilizer**

(\*\*\*\*\*)

Supplement this section with the following:

Fertilizer for seeded areas shall be 1 pound nitrogen from ammonium sulfate, 0.5 pound water insoluble organic nitrogen, 2 pounds of phosphorous, and 2 pounds of potassium per 1,000 square feet, or a 10-20-20 turf fertilizer mix at 435 pounds per acre with 60 pounds of water insoluble organic nitrogen per acre.

### **9-14.5(3) Bark or Wood Chip Mulch**

(\*\*\*\*\*)

Supplement this section with the following:

The pond area shall not receive any mulch.

### **9-14.7(4) Sod**

(October 16, 2009 Lacey)

Supplement this section with the following:

Sod shall be high quality commercial turf produced on a commercial turf farm. The turf farm shall be registered with the American Sod Producers Association. Turf shall closely match texture and color of existing turf to be repaired.

# E

## TECHNICAL SPECIFICATIONS

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SECTION (75997)  
STORM WATER TREATMENT DEVICE

1.0 GENERAL

- 1.1 This item shall govern the furnishing and installation of the CDS® by Contech Engineered Solutions LLC or an approved equal inline storm water treatment device, complete and operable as shown and as specified herein, in accordance with the requirements of the plans and contract documents.
- 1.2 The Contractor shall furnish all labor, equipment and materials necessary to install the storm water treatment device(s) (SWTD) and appurtenances specified in the Drawings and these specifications.
- 1.3 The Contractor shall field verify invert and rim elevations prior to ordering the SWTD.
- 1.4 The manufacturer of the SWTD shall be one that is regularly engaged in the engineering design and production of systems deployed for the treatment of storm water runoff for at least five (5) years and which have a history of successful production, acceptable to the Engineer. In accordance with the Drawings, the SWTD(s) shall be a CDS® device manufactured by:

Contech Engineered Solutions LLC  
9025 Centre Pointe Drive  
West Chester, OH, 45069  
Tel: 1 800 338 1122

Or an approved equal.

1.5 Related Sections

- 1.5.1 Section 2-05: Trench Safety System
- 1.5.2 Section 2-14: Dewatering

- 1.6 All components shall be subject to inspection by the engineer at the place of manufacture and/or installation. All components are subject to being rejected or identified for repair if the quality of materials and manufacturing do not comply with the requirements of this specification. Components which have been identified as defective may be subject for repair where final acceptance of the component is contingent on the discretion of the Engineer.
- 1.7 The manufacturer shall guarantee the SWTD components against all manufacturer originated defects in materials or workmanship for a period of twelve (12) months from the date the components are delivered to the owner for installation. The manufacturer shall upon its determination repair, correct or replace any manufacturer originated defects advised in writing to the manufacturer within the referenced warranty period. The use of SWTD components shall be limited to the application for which it was specifically designed.
- 1.8 The SWTD manufacturer shall submit to the Engineer of Record a "Manufacturer's Performance Certification" certifying that each SWTD is capable of achieving the specified removal efficiencies listed in these specifications. The certification shall be supported by independent third-party research

- 1.9 No product substitutions shall be accepted unless submitted per Section 1-06.1(2), or as directed by the Engineer of Record. Submissions for substitutions require review and approval by the Engineer of Record, for hydraulic performance, impact to project designs, equivalent treatment performance, and any required project plan and report (hydrology/hydraulic, water quality, stormwater pollution) modifications that would be required by the approving jurisdictions/agencies. Contractor to coordinate with the Engineer of Record any applicable modifications to the project estimates of cost, bonding amount determinations, plan check fees for changes to approved documents, and/or any other regulatory requirements resulting from the product substitution.

## 2.0 MATERIALS

- 2.1 Housing unit of stormwater treatment device shall be constructed of pre-cast or cast-in-place concrete, no exceptions. Precast concrete components shall conform to applicable sections of ASTM C 478, ASTM C 857 and ASTM C 858 and the following:
- 2.1.1 Concrete shall achieve a minimum 28-day compressive strength of 4,000 pounds per square-inch (psi);
  - 2.1.2 Unless otherwise noted, the precast concrete sections shall be designed to withstand lateral earth and AASHTO H-20 traffic loads;
  - 2.1.3 Cement shall be Type III Portland Cement conforming to ASTM C 150;
  - 2.1.4 Aggregates shall conform to ASTM C 33;
  - 2.1.5 Reinforcing steel shall be deformed billet-steel bars, welded steel wire or deformed welded steel wire conforming to ASTM A 615, A 185, or A 497.
  - 2.1.6 Joints shall be sealed with preformed joint sealing compound conforming to ASTM C 990.
  - 2.1.7 Shipping of components shall not be initiated until a minimum compressive strength of 4,000 psi is attained or five (5) calendar days after fabrication has expired, whichever occurs first.
- 2.2 Internal Components and appurtenances shall conform to the following:
- 2.2.1 Screen and support structure shall be manufactured of Type 316 and 316L stainless steel conforming to ASTM F 1267-01;
  - 2.2.2 Hardware shall be manufactured of Type 316 stainless steel conforming to ASTM A 320;
  - 2.2.3 Fiberglass components shall conform to the ASTM D-4097
  - 2.2.4 Access system(s) conform to the following:
  - 2.2.5 Manhole castings shall be designed to withstand AASHTO H-20 loadings and manufactured of cast-iron conforming to ASTM A 48 Class 30.

## 3.0 PERFORMANCE

- 3.1 The SWTD shall be sized to either achieve an 80 percent average annual reduction in the total suspended solid load or treat a flow rate designated by the jurisdiction in which the project is located. Both methods should be sized using a particle size distribution having a mean particle size ( $d_{50}$ ) of 125 microns unless otherwise stated.
- 3.2 The SWTD shall be capable of capturing and retaining 100 percent of pollutants greater than or equal to 2.4 millimeters (mm) regardless of the pollutant's specific gravity (i.e.: floatable and neutrally buoyant materials) for flows up to the device's rated-treatment capacity. The SWTD shall be designed to retain all previously captured pollutants addressed by this subsection under all flow conditions. The SWTD shall be capable of capturing and retaining total petroleum hydrocarbons. The SWTD shall be capable of achieving a removal efficiency

of 92 and 78 percent when the device is operating at 25 and 50 percent of its rated-treatment capacity. These removal efficiencies shall be based on independent third-party research for influent oil concentrations representative of storm water runoff ( $20 \pm 5$  mg/L). The SWTD shall be greater than 99 percent effective in controlling dry-weather accidental oil spills.

- 3.3 The SWTD shall be designed with a sump chamber for the storage of captured sediments and other negatively buoyant pollutants in between maintenance cycles. The minimum storage capacity provided by the sump chamber shall be in accordance with the volume listed in Table 1. The boundaries of the sump chamber shall be limited to that which do not degrade the SWTD's treatment efficiency as captured pollutants accumulate. The sump chamber shall be separate from the treatment processing portion(s) of the SWTD to minimize the probability of fine particle re-suspension. In order to not restrict the Owner's ability to maintain the SWTD, the minimum dimension providing access from the ground surface to the sump chamber shall be 16 inches in diameter.
- 3.4 The SWTD shall be designed to capture and retain Total Petroleum Hydrocarbons generated by wet-weather flow and dry-weather gross spills and have a capacity listed in Table 1 of the required unit.
- 3.5 The SWTD shall convey the flow from the peak storm event of the drainage network, in accordance with required hydraulic upstream conditions as defined by the Engineer. If a substitute SWTD is proposed, supporting documentation shall be submitted that demonstrates equal or better stormwater treatment performance compared to that specified herein. This documentation shall be signed and sealed by a Professional Engineer registered in the State of Washington. All costs associated with preparing and certifying this documentation shall be born solely by the Contractor.
- 3.6 The SWTD shall have completed field tested following TARP Tier II protocol requirements.
- 3.7 The SWTD shall have received the general use level designation (GULD) from the Washington State Department of Ecology.

#### 4.0 EXECUTION

- 4.1 The contractor shall exercise care in the storage and handling of the SWTD components prior to and during installation. Any repair or replacement costs associated with events occurring after delivery is accepted and unloading has commenced shall be borne by the contractor.
- 4.2 The SWTD shall be installed in accordance with the manufacturer's recommendations and related sections of the contract documents. The manufacturer shall provide the contractor installation instructions and offer on-site guidance during the important stages of the installation as identified by the manufacturer at no additional expense. A minimum of 72 hours notice shall be provided to the manufacturer prior to their performance of the services included under this subsection.
- 4.3 The contractor shall fill all voids associated with lifting provisions provided by the manufacturer. These voids shall be filled with non-shrinking grout providing a finished surface consistent with adjacent surfaces. The contractor shall trim all protruding lifting provisions flush with the adjacent concrete surface in a manner, which leaves no sharp points or edges.
- 4.4 The contractor shall removal all loose material and pooling water from the SWTD prior to the transfer of operational responsibility to the Owner.

## 5.0 MEASUREMENT

5.1 “Inline Storm Water Treatment Device” will be measured per each.

## 6.0 PAYMENT

- 6.1 The unit contract price per each for Inline Storm Water Treatment Device shall be full pay for furnishing all labor, tools, equipment, and materials required to place the structure including excavation, haul, backfill, testing, and all accessories, such as rings, covers, grates, steps, grate inlets, trash racks, beehive grates and debris cages, removable silt trap tees, GU liners, inside drops, outside drops and all other items needed to install the device complete in place in accordance with the plans and these specifications in conformity with the lines and grades staked.
- 6.2 “Inline Storm Water Treatment Device,” per each. In addition to the unit price description for the inline storm water treatment device above, the unit Contract price per each for “Inline Storm Water Treatment Device” shall be full payment for all costs necessary to install the inline storm water treatment device.

**TABLE 1**  
**Storm Water Treatment Device**  
**Storage Capacities**

CDS Model	Minimum Sump Storage Capacity (yd <sup>3</sup> )	Minimum Oil Storage Capacity (gal)
CDS2015-4	0.9	61
CDS2015-5	1.5	83
CDS2020-5	1.5	99
CDS2025-5	1.5	116
CDS3020-6	2.1	184
CDS3025-6	2.1	210
CDS3030-6	2.1	236
CDS3035-6	2.1	263
CDS3535-7	2.9	377
CDS4030-8	5.6	426
CDS4040-8	5.6	520
CDS4045-8	5.6	568
CDS5640-10	8.7	758
CDS5653-10	8.7	965
CDS5668-10	8.7	1172
CDS5678-10	8.7	1309
CDS7070-DV	3.6	914
CDS10060-DV	5.0	792
CDS10080-DV	5.0	1057
CDS100100-DV	5.0	1320

**END OF SECTION**

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# F PREVAILING WAGES

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## **PREVAILING WAGE RATES**

The following wage rates are in effect for this project.

**State of Washington  
Department of Labor and Industries  
Washington State Prevailing Wage Rates For Public Works Contracts**

**Thurston County Rates For All Trades**

**Effective: June 2, 2023 including any correction notices issued  
by Labor and Industries prior to bid.**

Wage Rates and the Benefit Code Key may be found at:  
<https://secure.lni.wa.gov/wagelookup/>

Supplemental to State Wage Rates may be found at:  
<http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm>


A copy is also available for viewing at the City of Lacey Public Works Engineering office located at 420 College St SE, Lacey, WA 98503. If requested, a hard copy will be mailed to you.

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# APPENDIX A


## COL RAM FORMS

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<b>PROJECT:</b>		<b>SUBMITTAL No.</b>		 <b>CITY OF LACEY</b>
LACEY CONTRACT No. PW____-20____		Date sent to City:		
<b>Request for Approval of Material, Product or Shop Drawing</b>				
Contractor:		Subcontractor:		
No. of Pages	Item: Material, Product or Shop Drawing		Specification Reference	
<input type="checkbox"/> This item is as specified		<b>OR</b> <input type="checkbox"/> This item is a substitution/or equal Material/Product Substitution Request shall be submitted		
<input type="checkbox"/> Supplier/Subcontractor certifies material/product conforms to contract.				
Review Priority: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3            Requested Due Date:				
Notes to Engineer:				

City of Lacey Engineer:		Date Approved by City:	
<input type="checkbox"/> Rejected	New Submittal Required.		
<input type="checkbox"/> Revise and Resubmit	See Engineer's comments.		
<input type="checkbox"/> Conditionally Approved	See items included in Engineer's comments.		
<input type="checkbox"/> Conditionally Approved	No exceptions noted.		
Review of the materials, products or plans do not relieve the contractor from compliance with requirements of the contract documents and does not necessarily constitute acceptance for materials, products or plans to be incorporated in the work. This review is for general conformance of the project's conceptual design and general compliance with the project's plans and specifications.			
Date City Transmitted to Contractor:		Date Contractor Transmitted to Subcontractor/Supplier:	

Date Received by City of Lacey:	Reviewed by: (Name/Company)
<u>Engineer's Comments:</u>  1.	

PROJECT: <i>A</i>		SUBMITTAL No. <i>C</i>	 CITY OF <b>LACEY</b>
LACEY CONTRACT No. PW___-20___ <i>B</i>			
<b>Request for Approval of Material, Product or Shop Drawing</b>			
Contractor: <i>D</i>		Subcontractor: <i>E</i>	
No. of Pages	Item: Material, Product or Shop Drawing	Specification Reference	
<i>F</i>	<i>G</i>	<i>H</i>	
<input type="checkbox"/> This item is as specified <i>I1</i> <b>OR</b> <input type="checkbox"/> This item is a substitution/or equal Material/Product Substitution Request shall be submitted <i>I2</i>			
<input type="checkbox"/> Supplier/Subcontractor certifies material/product conforms to contract.			
Review Priority: <input type="checkbox"/> 1 <i>K</i> <input type="checkbox"/> 2 <input type="checkbox"/> 3      Requested Due Date: <i>L</i>			
Notes to Engineer:  <i>M</i>			

**Section 1**

City of Lacey Engineer: <i>R</i>		Date City Transmitted to Contractor: <i>S</i>
<input type="checkbox"/> Rejected	New Submittal Required.	
<input type="checkbox"/> Revise and Resubmit	See Engineer's comments.	
<input type="checkbox"/> Conditionally Approved	See items included in Engineer's comments.	
<input type="checkbox"/> Conditionally Approved	No exceptions noted.	
Review of the materials, products or plans do not relieve the contractor from compliance with requirements of the contract documents and does not necessarily constitute acceptance for materials, products or plans to be incorporated in the work. This review is for general conformance of the project's conceptual design and general compliance with the project's plans and specifications.		
Date Received by Contractor: <i>T</i>		Date Returned to Subcontractor/Supplier: <i>U</i>

**Section 3**

Date Received by City of Lacey:	<i>N</i>	Reviewed by: (Name/Company)	<i>@</i>
<u>Engineer's Comments:</u>  1. <i>P</i>			

**Section 2**

## Section 1

The **Project Manager** shall fill in items **A** and **B**. The “Request for Approval of Material, Products or Shop Drawing” form shall be included in the specifications.

**A** Project Manager enters in the project title that matches the plans and specifications.

**B** Project Manager enters in PW project number that matches the plans and specifications.

The **Contractor** shall fill out the “Request for Approval of Material, Product or Shop Drawing” form for all materials or products that will be installed and Shop Drawing that will be used in the project. The form and the submittal shall be sent in the same e-mail. Submittals that exceed 10 MB shall either be provided on a CD, a flash drive or an internet link.

The products and materials that are specific to the project shall be circled or highlighted. If a submittal includes products or materials that are not project specific then these items shall be crossed out. Project Submittals that exceed 10 pages shall be submitted in Adobe Acrobat format and include a table of contents. Submittals that are not submitted in this format may be rejected outright and the contractor will be required to resubmit in the correct format.

The contractor shall enter in items **C, D, E, F, G, H, I, J, K, L**, and **M**.

**C** Contractor enters in the submittal number. The first “Request for Approval of Material, Product or Shop Drawing” submittal number shall be 1.0, the second shall be 2.0, the third shall be 3.0, etc.

When a “Request for Approval of Material, Product or Shop Drawing” requires resubmitting, the next submittal shall be the first part of the submittal number and then 0.1. Example: If submittal 9.0 requires resubmitting, then the resubmittal shall be 9.1. If a second resubmittal is required, then the next resubmittal shall be 9.2.

**D** Contractor shall fill in their name.

**E** Contractor shall fill in the subcontractor that is requesting approval. If only the General Contractor is requesting approval, then NA (not applicable) shall be entered.

**F** The number of pages for each specific material, product or shop drawing shall be entered.

**G** The specific material, product or shop drawing shall be entered. Material or product will be the trade name of the product or the name it is most easily recognized by. Materials or products that are similar (i.e. pipe fittings) can be bundled into one submittal.

**H** The specification that pertains to the specific material, product or shop drawing shall be entered. This information is critical in comparing the material, product or shop drawing to the specifications. You may also list Plan Sheet number or Special Provision page in this area.

**I** The Contractor shall check if the items submitted are either specified (I1) or that the submitted item is a substitution or equal (I2). If the product is a substitute or equal, then a Material/Product Substitution Request shall be submitted.

**J** The Contractor shall check that supplier and/or subcontractor certifies the bid item.

**K** The Contractor shall check if the submittal for approval is a high (1), average (2) or low (3) priority. The City of Lacey will review priority submittals as quickly as possible. Note: The majority of the submittals shall be checked as priority 2 or 3. Priority 1 submittals shall be critical or long lead items.

**L** A due date can be entered by the contractor. The City of Lacey will endeavor to review and return the request for approval by the requested due date.

**M** Any additional notes that the Contractor finds would assist the City of Lacey in reviewing the submittal can be entered in here.

## Section 2

The **City of Lacey Engineer** shall fill in items **N**, **O** and **P**.

**N** Enter the date that the City of Lacey received the “Request for Approval of Material, Product or Shop Drawing” from the Contractor.

**O** Enter the name and company of the person that reviewed the submittal.

**P** Any comments regarding changes needed, resubmittals requirements, conditional approval, etc. shall be entered.

## Section 3

The **City of Lacey Engineer** shall fill in items **Q**, **R**, and **S**.

**Q** Either “Rejected: New Submittal Required.”, “Review and Resubmit: See Engineer’s comments.”, “Conditionally Approved: See items included in Engineer’s comments.”, or “Conditionally Approved: No exceptions noted” shall be checked”.

**R** Enter the name of the Engineer sending the submittal back to the Contractor. The Engineering sending the form back may not necessarily be the Engineer completing the review.

**S** Enter the date that the City of Lacey transmits the “Request for Approval of Material, Product or Shop Drawing” to the Contractor.

The **Contractor** shall enter in items **T** and **U** for their own records. If there is a discrepancy between the **S** “Date City Transmitted to Contractor” and **T**, the Contractor shall notify the City of Lacey within 3 working days.

**T** Contractor enters the date that they received the completed “Request for Approval of Material or Shop Drawing”.

**U** Contractor enters the date that that they return the completed “Request for Approval of Material or Shop Drawing” to the Subcontractor/Supplier.

# APPENDIX B

## TRAFFIC CONTROL PLAN

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BUFFER DATA					
LONGITUDINAL BUFFER SPACE = B					
DESIGN SPEED (MPH)	25	30	35	40	45
LENGTH (FEET)	155	200	250	305	360
BUFFER VEHICLE ROLL AHEAD DISTANCE = R					
PROTECTIVE VEHICLE MAY BE A WORK VEHICLE STRATEGICALLY LOCATED TO SHIELD THE WORK AREA			NO SPECIFIED DISTANCE REQUIRED		

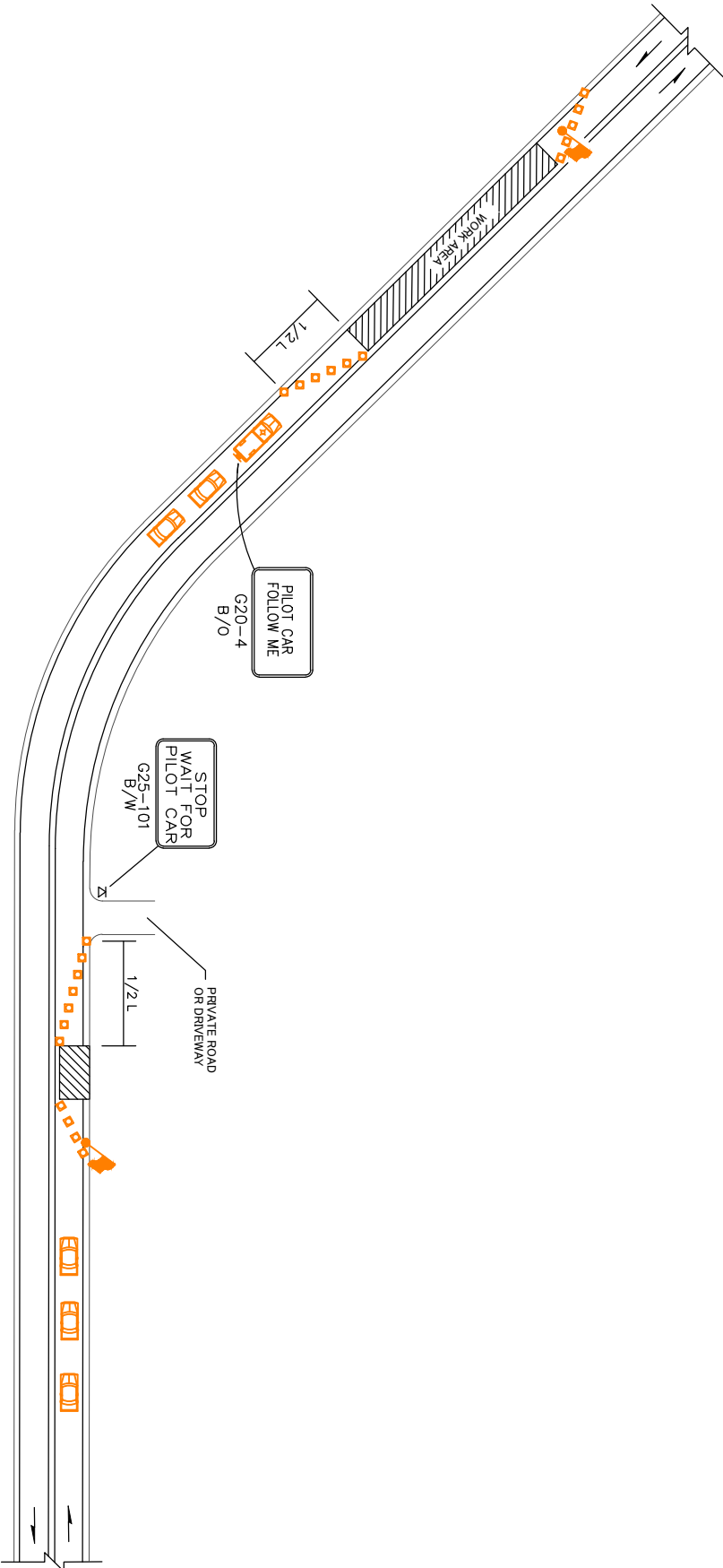
SIGN SPACING = X (1)		
URBAN ARTERIALS	DESIGN SPEED (MPH)	FEET
URBAN ARTERIALS & COLLECTORS	45 MPH	500'
COLLECTORS	35 / 40 MPH	360'
RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200' (2)
RESIDENTIAL STREETS	25 MPH OR LESS	100' (2)

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERSECTIONS AND DRIVEWAYS.

(2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

MINIMUM TAPER LENGTH = L (feet)				
LANE WIDTH (feet)	25	30	35	40
DESIGN SPEED (MPH)	105	150	205	270
	11	115	165	225
	12	125	180	245
				320

CHANNELIZATION DEVICE SPACING (feet)		
DESIGN SPEED (MPH)	TAPER	TANGENT
35/45	30	60
25/30	20	40



- LEGEND

FLAGGING STATION

TEMPORARY SIGN LOCATION

CHANNELIZING DEVICES

PILOT VEHICLE

MOTORIST VEHICLE

- NOTES:

1. REFER TO SHEET TC1 FOR ADDITIONAL SIGNING AND FLAGGING DETAILS NOT SHOWN.

2. CHANNELIZING DEVICES ARE RECOMMENDED ALONG CENTERLINE TO SEPARATE TRAFFIC FROM WORK OPERATION. DEVICES ARE REQUIRED AT TAPERS TO SHIFT TRAFFIC MOVEMENT BETWEEN LANES AND TO PROTECT FLAGGING STATIONS.

3. SIGN G25-101 IS RECOMMENDED FOR NON-STOP SIGN CONTROLLED APPROACHES SUCH AS PRIVATE ROADS AND DRIVEWAYS. THIS SIGN IS NOT REQUIRED TO BE ALUMINUM SUBSTRATE AND CAN BE MADE OF ALTERNATIVE MATERIALS.

4. REFER TO THE MUTCD FOR SIGN DIMENSIONS.

PILLOT CAR OPERATION

TC-2

MINIMUM LANE CLOSURE TAPER LENGTH = L (feet)				
LANE WIDTH (feet)	DESIGN SPEED (MPH)			
	25	30	35	40
10	105	150	205	270
11	115	165	225	295
12	125	180	245	320

MINIMUM SHOULDER TAPER LENGTH = L/3 (feet)

SHOULDER WIDTH (feet)	DESIGN SPEED (MPH)				
	25	30	35	40	45
8'	40	40	60	90	120
10'	40	60	90	90	150

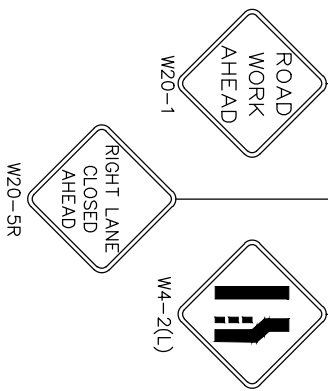
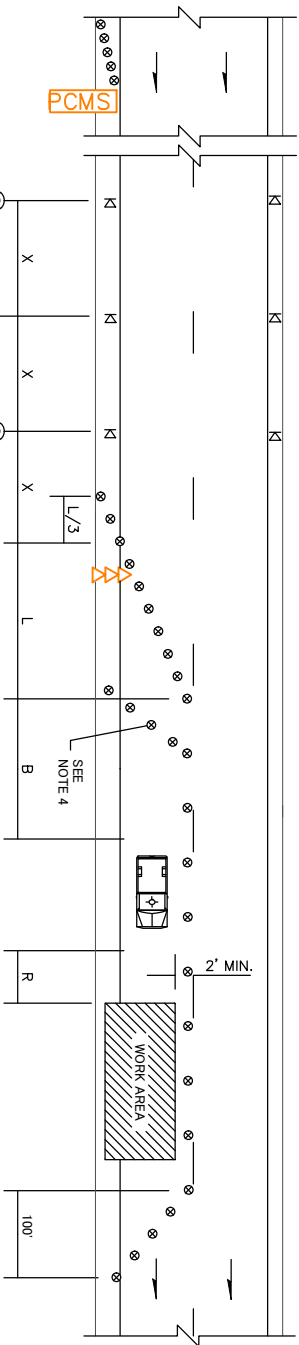
USE A MINIMUM 3 DEVICES TAPER FOR SHOULDER LESS THEN 8'.

SIGN SPACING = X (1)			DESIGN SPEED (MPH)	FEET
URBAN ARTERIALS			45 MPH	500'
URBAN ARTERIALS & COLLECTORS			35 / 40 MPH	350'
COLLECTORS, RESIDENTIAL & BUSINESS DISTRICTS			25 / 30 MPH	200' (2)
RESIDENTIAL STREETS			25 MPH OR LESS	100' (2)

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE, AT-GRADE INTERSECTIONS AND DRIVEWAYS.  
(2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

CHANNELIZATION DEVICE SPACING (feet)			
DESIGN SPEED (MPH)	TAPER	TANGENT	
35-45	30	60	
25-30	20	40	

BUFFER DATA					
LONGITUDINAL BUFFER SPACE = B					
25	30	35	40	45	
LENGTH (feet)	155	200	250	305	360



PCMS		
1	2	
RIGHT LANE CLOSURE	1 MILE AHEAD	
2.0 SEC	2.0 SEC	

FIELD LOCATE 1 MILE IN ADVANCE OF LANE CLOSURE SIGNING.

#### LEGEND

- TEMPORARY SIGN LOCATION
- TRAFFIC SAFETY DRUM
- SEQUENTIAL ARROW SIGN
- PROTECTIVE VEHICLE
- PORTABLE CHANGEABLE MESSAGE SIGN

- SEE SPECIAL PROVISIONS FOR WORK HOUR RESTRICTIONS.
- EXTEND DEVICE TAPER AT L/3 ACROSS SHOULDER.
- DEVICES SHALL NOT ENCROACH INTO THE ADJACENT LANE.
- USE TRANSVERSE DEVICES IN CLOSED LANE EVERY 1000' (FT) (RECOMMENDED).
- DEVICE SPACING FOR THE DOWNSTREAM TAPER SHALL BE 20' (FT).
- ALL SIGNS ARE BLACK ON ORANGE.
- REFER TO THE MUTCD FOR SIGN DIMENSIONS.

SINGLE-LANE CLOSURE  
FOR MULTI-LANE ROADWAYS  
TC-3

MINIMUM LANE CLOSURE TAPER LENGTH = L (feet)				
LANE WIDTH (feet)	DESIGN SPEED (MPH)			
	25	30	35	40
10	105	150	205	270
11	115	165	225	295
12	125	180	245	320

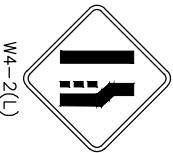
SIGN SPACING = X (1)			DESIGN SPEED (MPH)		FEET
URBAN ARTERIALS	URBAN ARTERIALS & COLLECTORS	COLLECTORS, RESIDENTIAL & BUSINESS DISTRICTS	25 MPH OR LESS	100'	(2)

CHANNELIZATION DEVICE SPACING (feet)			
DESIGN SPEED (MPH)	TAPER	TANGENT	

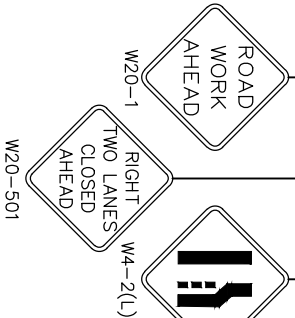
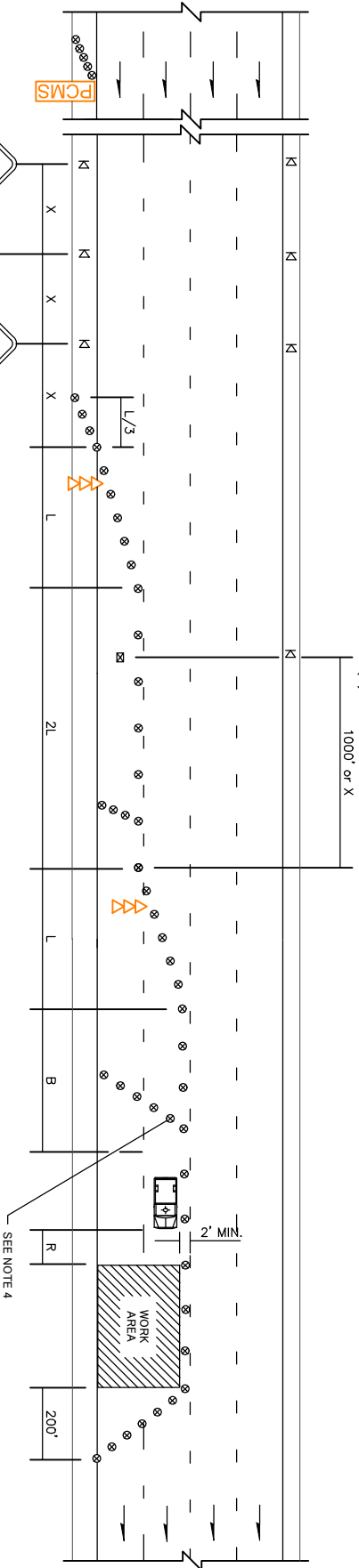
BUFFER DATA					
LONGITUDINAL BUFFER SPACE = B					
DESIGN SPEED (MPH)	25	30	35	40	45
LENGTH (feet)	155	200	250	305	360

MINIMUM SHOULDER TAPER LENGTH = L/3 (feet)						
SHOULDER WIDTH (feet)	DESIGN SPEED (MPH)					
	25	30	35	40	45	
8'	40	40	60	90	120	
10'	40	60	90	90	150	

PCMS		WATCH FOR SLOW TRAFFIC	
1	2	2.0 SEC	2.0 SEC



FIELD LOCATE 1 MILE IN ADVANCE OF LANE CLOSURE SIGNING.



NOTES:

- SEE SPECIAL PROVISIONS FOR WORK HOUR RESTRICTIONS.
- EXTEND DEVICE TAPER AT U/3 ACROSS SHOULDER.
- DEVICES SHALL NOT ENCR OACH INTO THE ADJACENT LANES.
- USE TRANSVERSE DEVICES IN CLOSED LANE EVERY 1000' (FT) (RECOMMENDED).
- DEVICE SPACING FOR THE DOWNS TREAM TAPER SHALL BE 20' (FT).
- ALL SIGNS ARE BLACK ON ORANGE.
- REFER TO THE MUTCD FOR SIGN DIMENSIONS.

- LEGEND**
- TRAFFIC SAFETY DRUM
  - TEMPORARY SIGN LOCATION
  - SEQUENTIAL ARROW SIGN
  - PROTECTIVE VEHICLE
  - PORTABLE CHANGEABLE MESSAGE SIGN
  - TEMPORARY SIGN LOCATION (6' (FT) MOUNTING HEIGHT)

DOUBLE-LANE CLOSURE  
FOR MULTI-LANE ROADWAYS  
TC-4

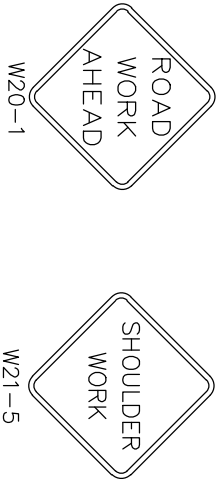
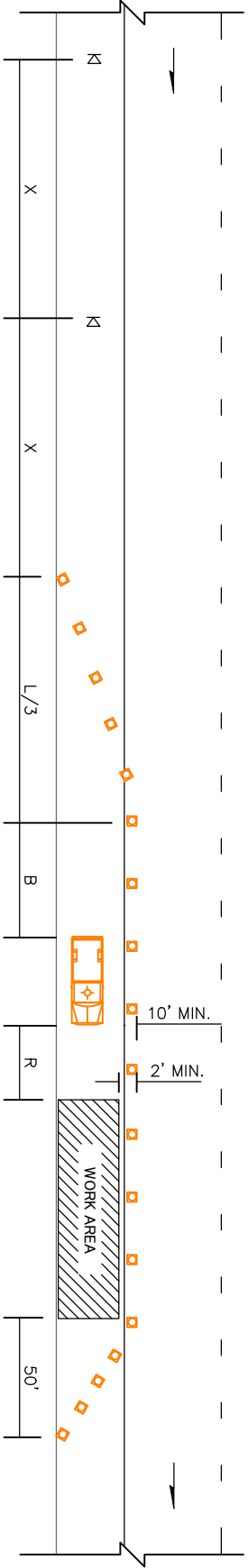
SIGN SPACING = X (1)	DESIGN SPEED (MPH)	FEET
URBAN ARTERIALS	35 / 40 MPH	350'
URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200' (2)
RESIDENTIAL STREETS	25 MPH OR LESS	100' (2)

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERSECTIONS AND DRIVEWAYS.  
 (2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

MINIMUM SHOULDER TAPER LENGTH = L/3 (FEET)						
SHOULDER WIDTH (feet)	DESIGN SPEED MPH					
	25	30	35	40	45	
8'	40	40	60	90	120	
10'	40	60	90	90	150	

USE A 3 DEVICES TAPER FOR SHOULDERS LESS THEN 8'

CHANNELIZATION DEVICE SPACING (FEET)			
DESIGN SPEED MPH	TAPER	TANGENT	
35/40	30	60	
25/30	20	40	



BUFFER DATA					
LONGITUDINAL BUFFER SPACE = B					
DESIGN SPEED (MPH)	25	30	35	40	45
LENGTH (FEET)	155	200	250	305	360
BUFFER VEHICLE ROLL AHEAD DISTANCE = R					
PROTECTIVE VEHICLE MAY BE A WORK VEHICLE STRATEGICALLY LOCATED TO SHIELD THE WORK AREA.	NO SPECIFIED DISTANCE REQUIRED				

**LEGEND**

NOTES:

- TEMPORARY SIGN LOCATION**
  - CHANNELIZING DEVICES**
  - PROTECTIVE VEHICLE**
1. DEVICE SPACING FOR THE DOWNSTREAM TAPER SHALL BE 20' (FT).
  2. ALL SIGNS ARE BLACK ON ORANGE.
  3. REFER TO THE MUTCD FOR SIGN DIMENSIONS.

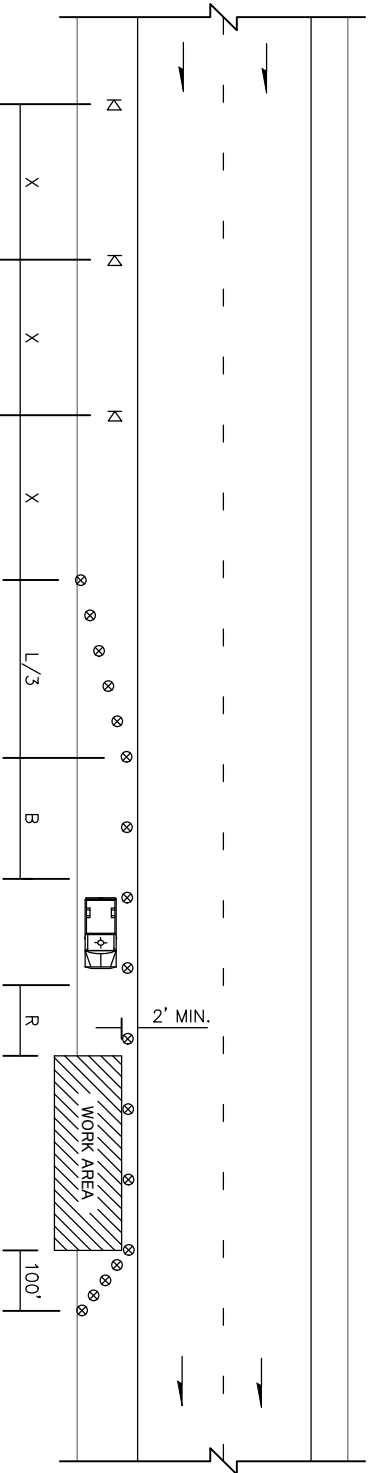
**SHOULDER CLOSURE – LOW SPEED  
 (40 MPH OR LESS)  
 TC-5**

MINIMUM SHOULDER TAPER LENGTH = $L/3$ (feet)						
SHOULDER WIDTH (feet)	DESIGN SPEED					
	25	30	35	40	45	50
8'	-	-	-	-	120	130
10'	-	-	-	-	150	170

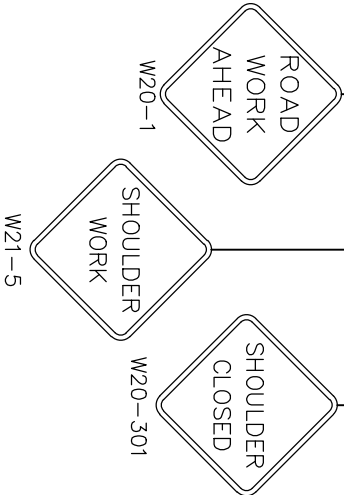
USE A MINIMUM 3 DEVICES TAPER FOR SHOULDER LESS THEN 8'.

CHANNELIZATION DEVICE SPACING (feet)			
MPH	TAPER	TANGENT	
50/70	40	80	
35/45	30	60	

BUFFER DATA							
LONGITUDINAL BUFFER SPACE = B							
DESIGN SPEED (MPH)	25	30	35	40	45	50	
LENGTH (feet)	-	-	-	-	360	425	



SIGN SPACING = X (1)		
RURAL ROADS	45 / 55 MPH	500'
ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMP'S, AT-GRADE INTERSECTIONS AND DRIVEWAYS.		



# LEGEND

TEMPORARY SIGN LOCATION

TRAFFIC SAFETY DRUM

PROTECTIVE VEHICLE

# NOTES:

1. NO ENCROACHMENT IN TRAVELED LANE. IF ENCROACHMENT IS NECESSARY, LANE SHALL BE CLOSED.
2. DEVICE SPACING FOR THE DOWNSTREAM TAPER SHALL BE 20' (FT) O.C.
3. ALL SIGNS ARE BLACK ON ORANGE.
4. REFER TO THE MUTCD FOR SIGN DIMENSIONS.

MINIMUM TAPER LENGTH = L (FEET)					
LANE WIDTH (FEET)	DESIGN SPEED (MPH)				
	25	30	35	40	45
10	105	150	205	270	450
11	115	165	225	295	495
12	125	180	245	320	540

BUFFER DATA					
LONGITUDINAL BUFFER SPACE = B					
DESIGN SPEED (MPH)	25	30	35	40	45
	155	200	250	305	360
BUFFER VEHICLE ROLL AHEAD DISTANCE = R					
PROTECTIVE VEHICLE MAY BE A WORK VEHICLE STRATEGICALLY LOCATED TO SHIELD THE WORK AREA.					
NO SPECIFIED DISTANCE REQUIRED					

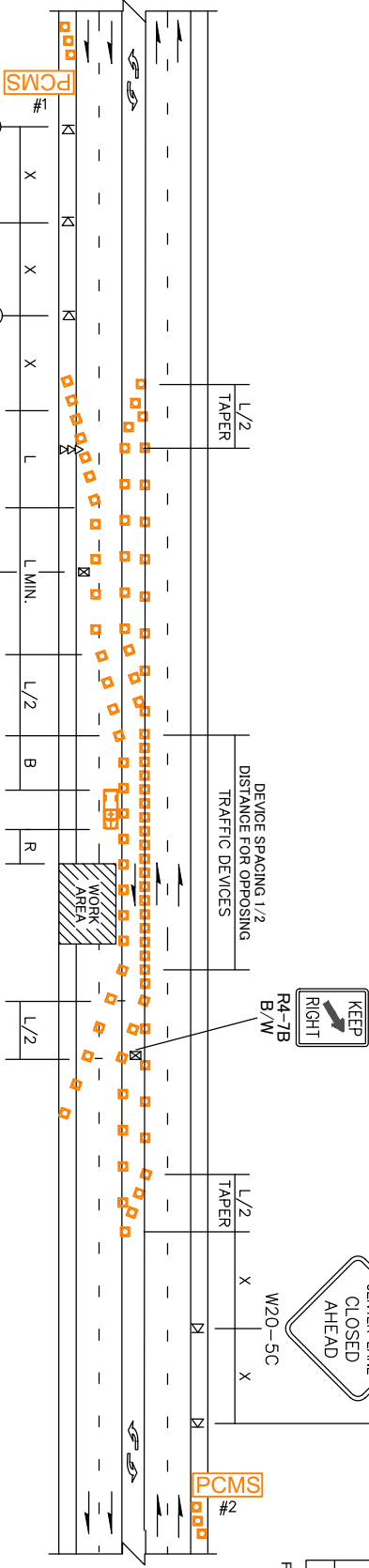
CHANNELIZATION DEVICE SPACING (FEET)			
DESIGN SPEED (MPH)	TAPER	TANGENT	
	35/45	30	60
25/30		20	40

PCMS #1	
1	2
RIGHT LANE CLOSURE	1 MILE AHEAD
2.0 SEC	2.0 SEC

FIELD LOCATE IN ADVANCE OF TEMPORARY SIGNS.

PCMS #2	
1	2
CENTER LANE CLOSED	NNO LEFT TURNING
2.0 SEC	2.0 SEC

FIELD LOCATE IN ADVANCE OF TEMPORARY SIGNS.



SIGN SPACING = X (1)	DESIGN SPEED (MPH)	FEET
URBAN ARTERIALS	45 MPH	500'
URBAN ARTERIALS	35 / 40 MPH	350'
COLLECTORS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200' (2)
RESIDENTIAL STREETS	25 MPH OR LESS	100' (2)

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMP, AT-GRADE INTERSECTIONS AND DRIVEWAYS.  
(2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

# LEGEND

- TEMPORARY SIGN LOCATION
- CHANNELIZING DEVICES
- SEQUENTIAL ARROW SIGN
- PROTECTIVE VEHICLE
- PORTABLE CHANGEABLE MESSAGE SIGN
- TEMPORARY SIGN LOCATION (5' MOUNTING HEIGHT)

# NOTES:

- SEE SPECIAL PROVISIONS FOR WORK HOUR RESTRICTIONS.
- RECOMMEND EXTENDING DEVICE TAPER (L/2) ACROSS SHOULDER.
- FOR POSTED SPEED LIMITS OF 30 MPH OR LESS, USE SIGN W1-3 IN LIEU OF SIGN W1-4.
- ALL SIGNS ARE BLACK ON ORANGE UNLESS OTHERWISE DESIGNATED.
- REFER THE MUTCD FOR SIGN DIMENSIONS.

RIGHT LANE CLOSURE WITH SHIFT  
5 LANE ROADWAY

TC-10

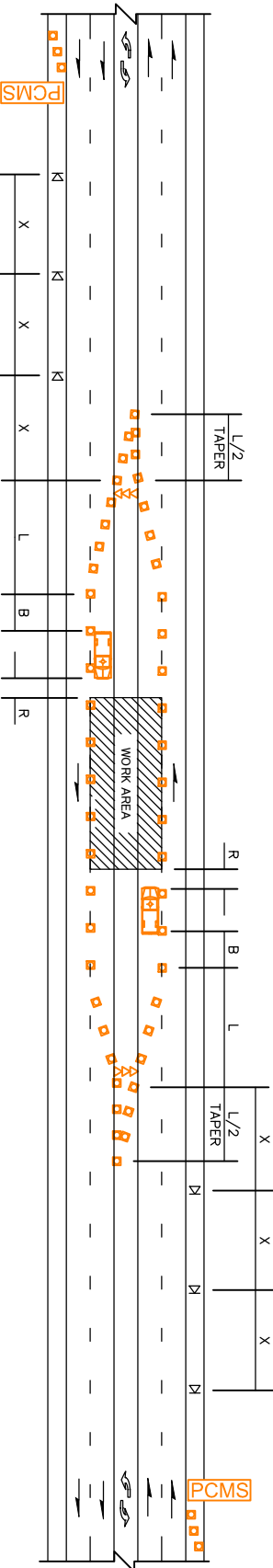
BUFFER DATA					
LONGITUDINAL BUFFER SPACE = B					
DESIGN SPEED (MPH)	25	30	35	40	45
LENGTH (FEET)	155	200	250	305	360
BUFFER VEHICLE ROLL AHEAD DISTANCE = R					
PROTECTIVE VEHICLE MAY BE A WORK VEHICLE STRATEGICALLY LOCATED TO SHIELD THE WORK AREA.			NO SPECIFIED DISTANCE REQUIRED		

MINIMUM TAPER LENGTH = L (FEET)						
LANE WIDTH (FEET)	DESIGN SPEED (MPH)					
	25	30	35	40	45	
10	105	150	205	270	450	
11	115	165	225	295	495	
12	125	180	245	320	540	

CHANNELIZATION DEVICE SPACING (FEET)			
DESIGN SPEED (MPH)	TAPER	TANGENT	
35/45	30	60	
25/30	20	40	

SIGN SPACING = X (1)	DESIGN SPEED (MPH)	FEET
URBAN ARTERIALS	45 MPH	500'
URBAN ARTERIALS & COLLECTORS	35 / 40 MPH	360'
COLLECTORS	25 / 30 MPH	200' (2)
RESIDENTIAL & BUSINESS DISTRICTS	25 MPH OR LESS	100' (2)

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE  
RAMP, AT-GRADE INTERSECTIONS AND DRIVEWAYS  
(2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT  
ROADWAY CONDITIONS.



PCMS	
1	2
NNO CENTER LANE CLOSED	NNO LEFT TURNING
2.0 SEC	2.0 SEC

FIELD LOCATE IN ADVANCE  
OF TEMPORARY SIGNS.

## LEGEND

K TEMPORARY SIGN LOCATION

CHANNELIZING DEVICES

SEQUENTIAL ARROW SIGN

PROTECTIVE VEHICLE

PCMS PORTABLE CHANGEABLE MESSAGE SIGN

## NOTES

- SEE SPECIAL PROVISIONS FOR WORK HOUR RESTRICTIONS.
- ALL SIGNS ARE BLACK ON ORANGE.
- REFER TO THE MUTCD FOR SIGN DIMENSIONS.

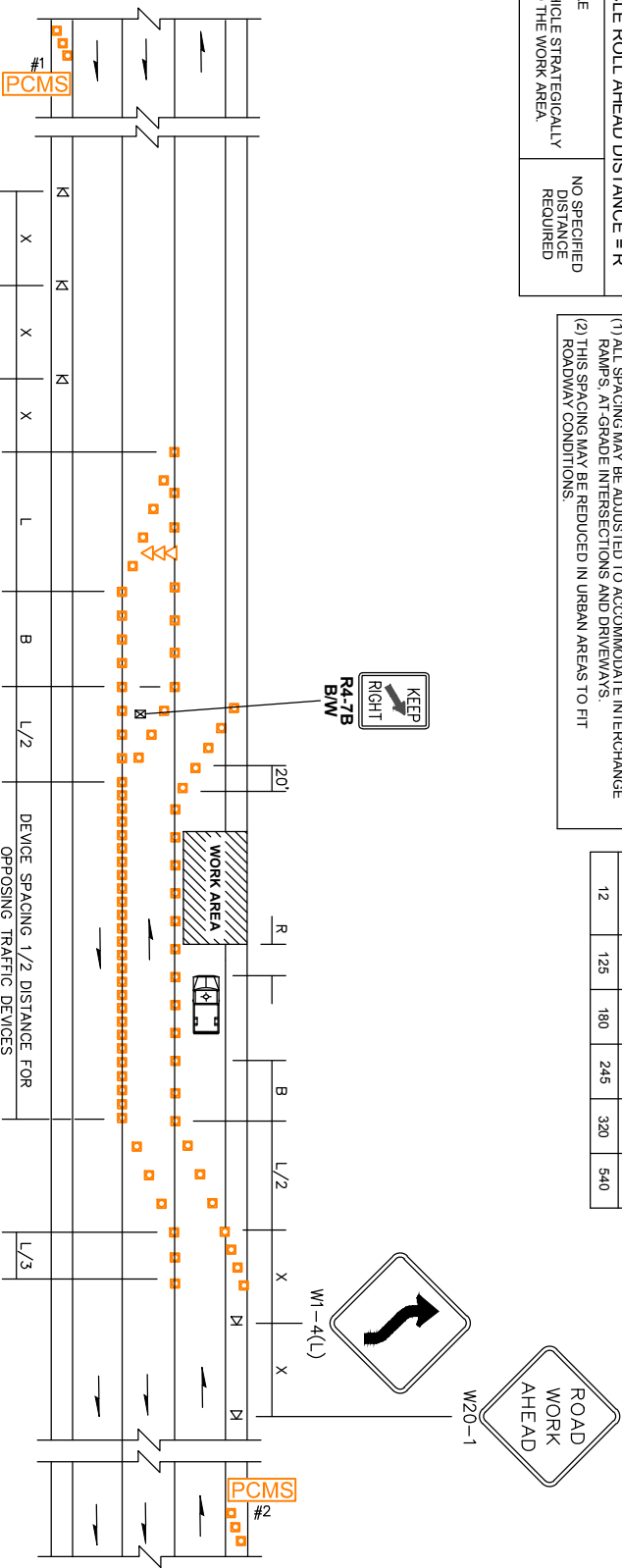
LEFT LANE AND CENTER TURN LANE  
CLOSURE – 5 LANE ROADWAY  
TC-11

BUFFER DATA					
LONGITUDINAL BUFFER SPACE = B					
DESIGN SPEED (MPH)	25	30	35	40	45
LENGTH (FEET)	155	200	250	305	360
BUFFER VEHICLE ROLL AHEAD DISTANCE = R					
PROTECTIVE VEHICLE MAY BE A WORK VEHICLE STRATEGICALLY LOCATED TO SHIELD THE WORK AREA					
NO SPECIFIED DISTANCE REQUIRED					

SIGN SPACING = X (1)		DESIGN SPEED (MPH)	FEET
URBAN ARTERIALS		45 MPH	500'
URBAN ARTERIALS & COLLECTORS		35 / 40 MPH	350'
COLLECTORS		25 / 30 MPH	200' (2)
RESIDENTIAL & BUSINESS DISTRICTS		25 MPH OR LESS	100' (2)
RESIDENTIAL STREETS			
(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMP'S, AT-GRADE INTERSECTIONS AND DRIVEWAYS. (2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.			

MINIMUM TAPER LENGTH = L (FEET)					
LANE WIDTH (FEET)	DESIGN SPEED (MPH)				
	25	30	35	40	45
10	105	150	205	270	450
11	115	165	225	295	495
12	125	180	245	320	540

CHANNELIZATION DEVICE SPACING (FEET)			
DESIGN SPEED (MPH)	TAPER	TANGENT	
35/45	30	60	
25/30	20	40	



## LEGEND

- TEMPORARY SIGN LOCATION
- CHANNELIZING DEVICES
- SEQUENTIAL ARROW SIGN
- PROTECTIVE VEHICLE
- PORTABLE CHANGEABLE MESSAGE SIGN
- TEMPORARY SIGN LOCATION (6' MOUNTING HEIGHT)

## NOTES

- SEE SPECIAL PROVISIONS FOR WORK HOUR RESTRICTIONS.
- FOR SPEED LIMIT OF 30 MPH OR LESS, USE SIGN W1-3 IN LIEU OF SIGN W1-4.
- RECOMMENDED EXTENDING DEVICE TAPER (L/3) ACROSS SHOULDER.
- ALL SIGNS ARE BLACK ON ORANGE UNLESS OTHERWISE DESIGNATED.
- REFER TO THE MUTCD FOR SIGN DIMENSIONS.

## LANE SHIFT THREE LANE ROADWAY TC-12

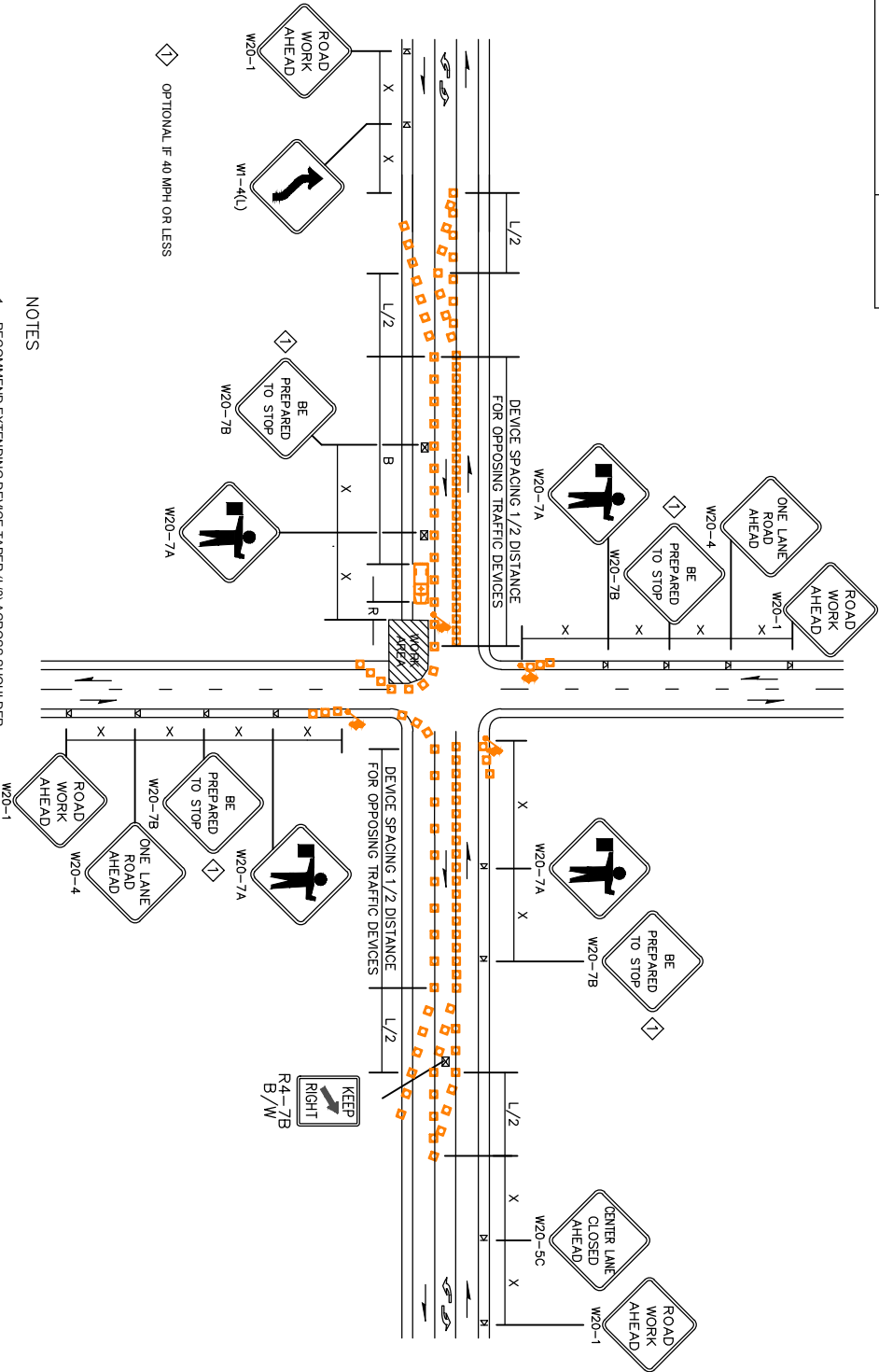
BUFFER DATA					
LONGITUDINAL BUFFER SPACE = B					
DESIGN SPEED (MPH)	25	30	35	40	45
LENGTH (FEET)	155	200	250	305	360
BUFFER VEHICLE ROLL AHEAD DISTANCE = R					
PROTECTIVE VEHICLE MAY BE A WORK VEHICLE STRATEGICALLY LOCATED TO SHIELD THE WORK AREA.					
NO SPECIFIED DISTANCE REQUIRED					

SIGN SPACING = X (1)		DESIGN SPEED (MPH)	FEET
URBAN ARTERIALS		45 MPH	500'
URBAN ARTERIALS, COLLECTORS,		35 / 40 MPH	350'
RESIDENTIAL & BUSINESS DISTRICTS		25 / 30 MPH	200' (2)
RESIDENTIAL STREETS		25 MPH OR LESS	100' (2)

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMP, AT-GRADE INTERSECTIONS AND DRIVEWAYS.  
(2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

MINIMUM TAPER LENGTH = L (FEET)		DESIGN SPEED (MPH)				
LANE WIDTH (FEET)		DESIGN SPEED (MPH)				
		25	30	35	40	45
10		105	150	205	270	450
11		115	165	225	295	495
12		125	180	245	320	540

CHANNELIZATION DEVICE SPACING (FEET)			
DESIGN SPEED (MPH)	TAPER	TANGENT	
35/45	30	60	
25/30	20	40	



## LEGEND

- FLAGGING STATION
- TEMPORARY SIGN LOCATION
- CHANNELIZING DEVICES
- PROTECTIVE VEHICLE - RECOMMENDED
- TEMPORARY SIGN LOCATION (6' MOUNTING HEIGHT)

## NOTES

- RECOMMEND EXTENDING DEVICE TAPER (U/3) ACROSS SHOULDER.
- IF A SIGNAL IS PRESENT, IT SHALL BE SET TO "RED FLASH MODE" OR TURNED OFF DURING FLAGGING OPERATIONS AND A UNIFORMED POLICE OFFICER IS REQUIRED.
- FOR SPEED LIMIT OF 30 MPH OR LESS USE SIGN W1-3 IN LIEU OF SIGN W1-4.
- MAINTAIN A MINIMUM OF ONE ACCESS POINT FOR EACH BUSINESS WITHIN WORK AREA LIMITS.
- ALL SIGNS ARE BLACK ON ORANGE UNLESS OTHERWISE DESIGNATED.
- REFER TO THE MUTCD FOR SIGN DIMENSIONS.

## INTERSECTION LANE CLOSURE THREE LANE ROADWAY TC-14

CHANNELIZATION DEVICE SPACING (FEET)		
DESIGN SPEED (MPH)	TAPER	TANGENT
35/45	30	60
25/30	20	40

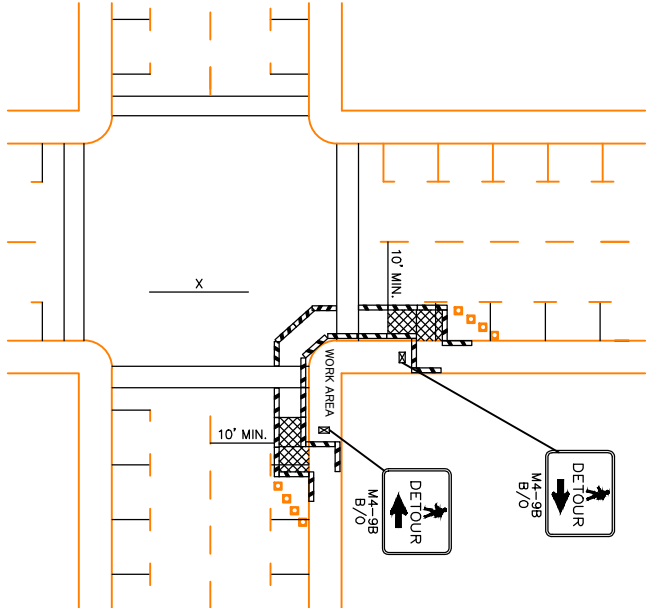


## TEMPORARY SIGN LOCATION (5' MOUNTING HEIGHT)

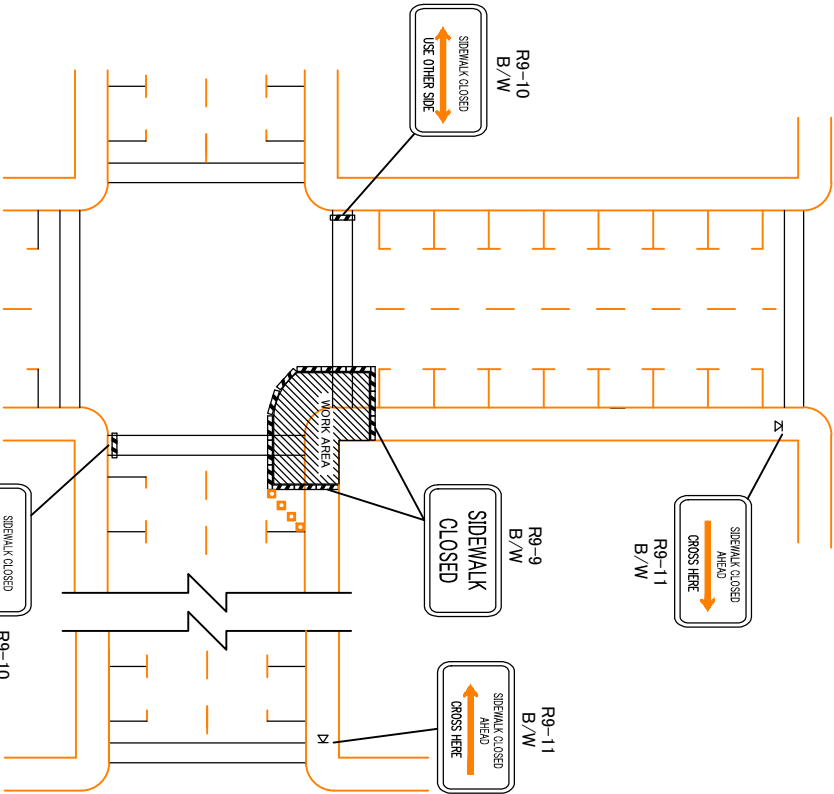
1. RECOMMEND EXTENDING DEVICE TAPER (U/3) ACROSS SHOULDER.
2. IF A SIGNAL IS PRESENT, IT SHALL BE SET TO "RED FLASH MODE".  
NOT LOADED OR DURING FLAGGING OPERATIONS AND A UNIFORMED  
POLICE OFFICER IS REQUIRED.
3. MAINTAIN A MINIMUM OF ONE ACCESS POINT FOR EACH BUSINESS  
WITHIN WORK AREA LIMITS.
4. ALL SIGNS ARE BLACK ON ORANGE.
5. REFER TO THE MUTCD FOR SIGN DIMENSIONS.

NO  
R9-3  
PARKING  
R/W

INSTALL ON TYPE 2 BARRICADES THROUGHOUT THE WORK AREA  
24 HOURS PRIOR TO IMPLEMENTING TRAFFIC CONTROL  
PRIOR NOTIFICATION OF LOCAL LAW ENFORCEMENT REQUIRED.



SIDEWALK DIVERSION



SIDEWALK DETOUR

- LEGEND**
- TEMPORARY SIGN LOCATION
  - CHANNELIZING DEVICES
  - PEDESTRIAN CHANNELIZING DEVICES
  - TEMPORARY PEDESTRIAN RAMP FOR SIDEWALKS

- NOTES**
1. CONTROLS SHOWN ARE FOR PEDESTRIAN TRAFFIC ONLY.
  2. A 60" PATH WIDTH SHOULD BE MAINTAINED (48" IS THE MINIMUM).
  3. CONTACT AND COORDINATE IMPACTED TRANSIT AGENCIES PRIOR TO IMPLEMENTING ANY CLOSURES.
  4. SEE SHEET TC-52 FOR TEMPORARY PEDESTRIAN RAMP DETAILS.
  5. ADA PEDESTRIAN FACILITIES MUST BE MAINTAINED. SEE STANDARD SPECIFICATION 1-102(1)B.
  6. TEMPORARY PEDESTRIAN PUSH BUTTONS SHALL BE PLACED ON THE DIVERTED PATH WHEN EXISTING BUTTONS ARE NOT ACCESSIBLE TO PEDESTRIANS.
  7. REFER TO THE MUTCD FOR SIGN DIMENSIONS.

INTERSECTION PEDESTRIAN  
TRAFFIC CONTROL  
TC-16

MINIMUM LANE CLOSURE TAPER LENGTH = L (FEET)				
LANE WIDTH (FEET)	DESIGN SPEED (MPH)			
	25	30	35	40
10	105	150	205	270
11	115	165	225	295
12	125	180	245	320

SIGN SPACING = X (1)	DESIGN SPEED (MPH)	FEET
URBAN ARTERIALS	45 / 55 MPH	500'
URBAN ARTERIALS AND COLLECTORS	35 / 40 MPH	350'
COLLECTORS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200' (1)
RESIDENTIAL STREETS	25 MPH OR LESS	100' (1)

(1) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

MINIMUM SHOULDER TAPER LENGTH = L/3 (FEET)					
SHOULDER WIDTH (FEET)	DESIGN SPEED (MPH)				
	25	30	35	40	45
8'	40	40	60	90	120
10'	40	60	90	90	150

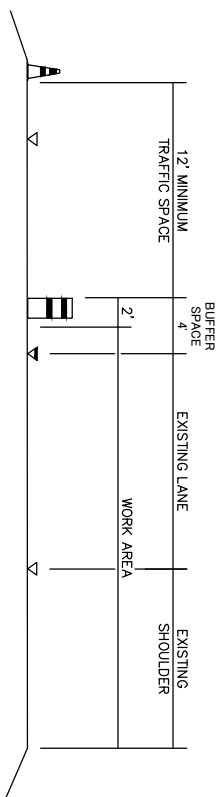
USE A MINIMUM 3 DEVICES TAPER FOR SHOULDER LESS THEN 8'.

BUFFER DATA				
LONGITUDINAL BUFFER SPACE = B				
DESIGN SPEED (MPH)	25	30	35	40
LENGTH (feet)	155	200	250	305
BUFFER VEHICLE ROLL AHEAD DISTANCE = R				
PROTECTIVE VEHICLE	NO SPECIFIED DISTANCE REQUIRED			

CHANNELIZATION DEVICE SPACING (FEET)			
DESIGN SPEED (MPH)	TAPER	TANGENT	
35/45	30	60	
25/30	20	40	

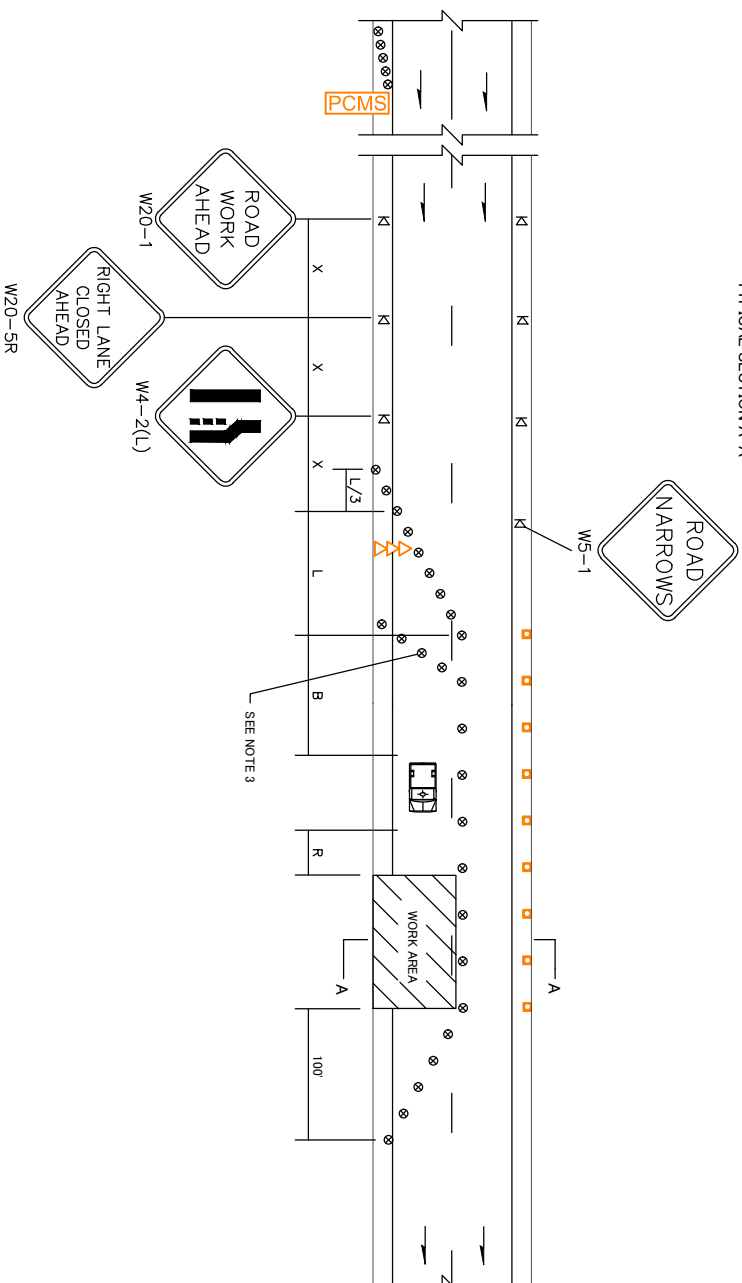
## LEGEND

- K TEMPORARY SIGN LOCATION
- D CHANNELIZING DEVICES
- ⊗ TRAFFIC SAFETY DRUM
- ⇨ SEQUENTIAL ARROW SIGN
- ⊞ PROTECTIVE VEHICLE
- PCMS PORTABLE CHANGEABLE MESSAGE SIGN



POMS	
1	2
RIGHT LANE CLOSURE	1 MILE AHEAD
2.0 SEC	2.0 SEC

FIELD LOCATE 1 MILE IN ADVANCE OF LANE CLOSURE SIGNING.

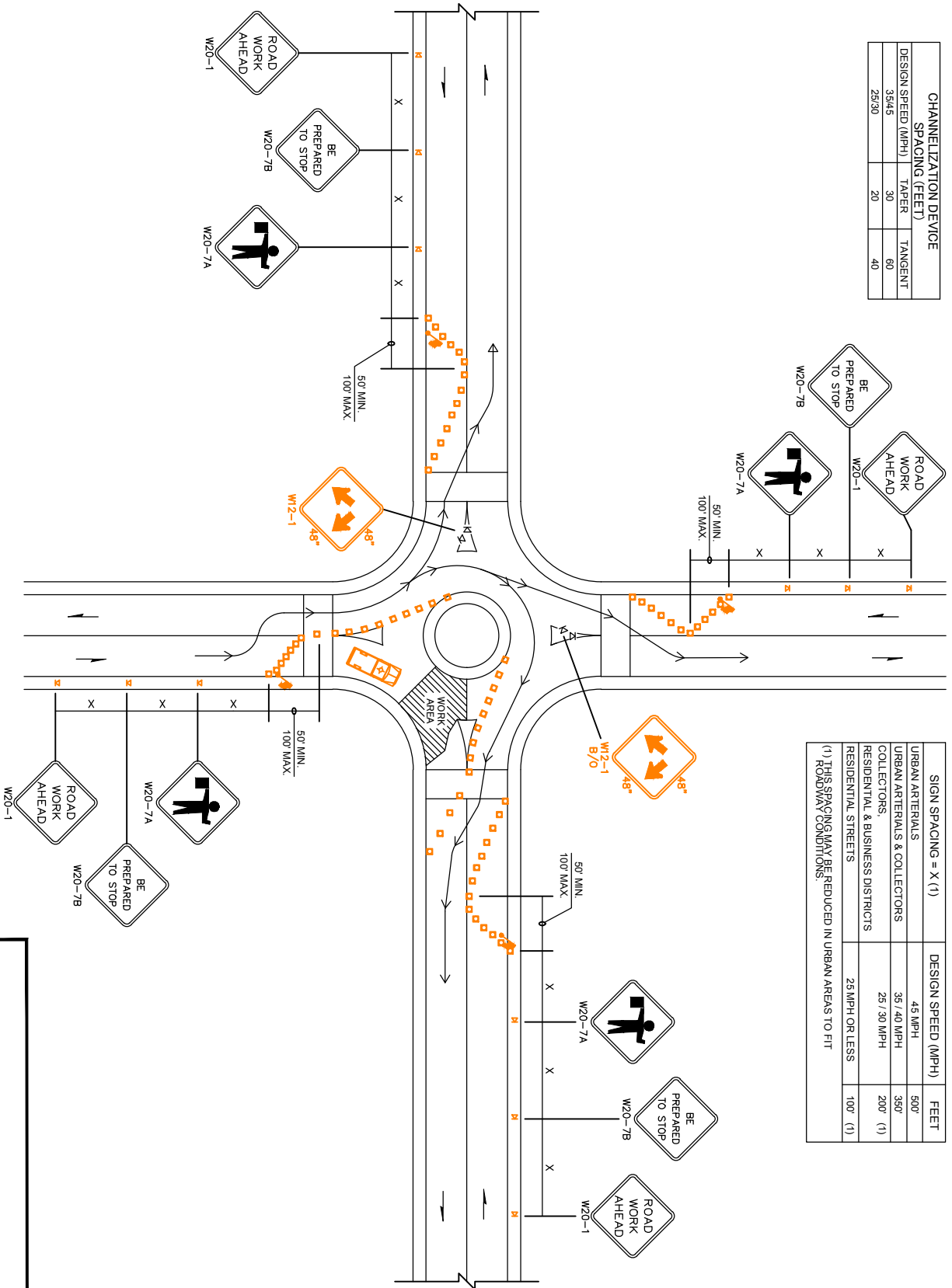


## NOTES

- SEE SPECIAL PROVISIONS FOR WORK HOUR RESTRICTIONS.
- RECOMMEND EXTENDING DEVICE TAPER (L/3) ACROSS SHOULDER.
- USE TRANSVERSE DEVICES IN CLOSED LANE EVERY 1000' (RECOMMENDED).
- ALL SIGNS ARE BLACK ON ORANGE.
- RECOMMEND ADVANCE NOTICE FOR ANY OVER WIDTH LOADS PRIOR TO LANE CLOSURE FOR ALTERNATE ROUTES IF APPLICABLE.
- REFER TO THE MUTCD FOR SIGN DIMENSIONS.

SINGLE-LANE CLOSURE  
WITH SHIFT  
TC-17

CHANNELIZATION DEVICE SPACING (FEET)		
DESIGN SPEED (MPH)	TAPER	TANGENT
35/45	30	60
25/30	20	40



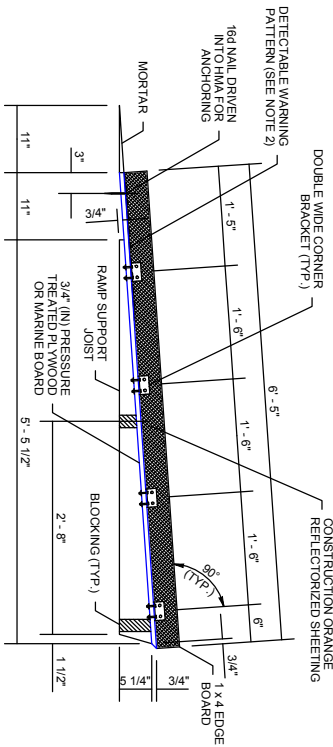
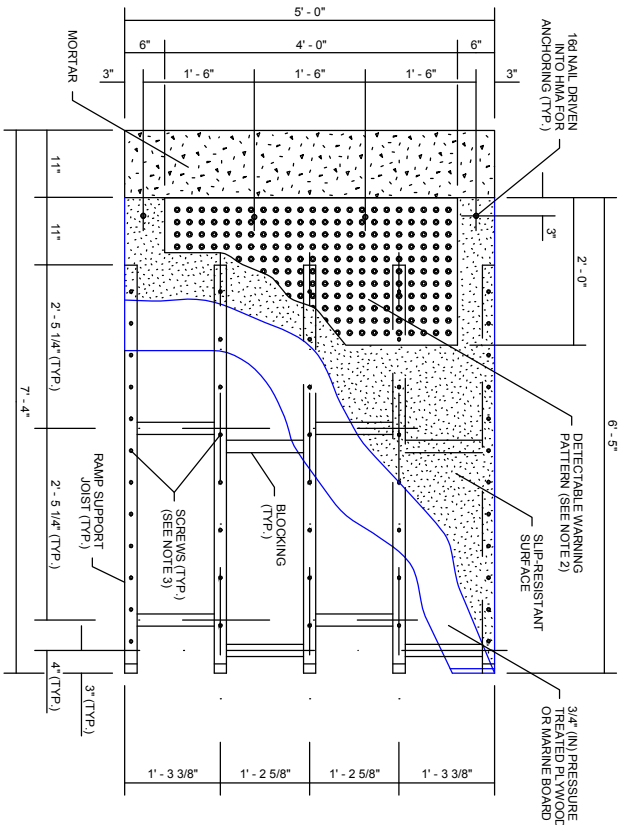
SIGN SPACING = X (1)	DESIGN SPEED (MPH)	FEET
URBAN ARTERIALS	45 MPH	500
URBAN ARTERIALS & COLLECTORS	35 / 40 MPH	350
COLLECTORS	25 / 30 MPH	200 (1)
RESIDENTIAL & BUSINESS DISTRICTS		
RESIDENTIAL STREETS	25 MPH OR LESS	100 (1)

(1) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

- | LEGEND                           | NOTES  |
|----------------------------------|--|
| FLAGGING STATION                 | 1. NIGHT WORK REQUIRES ADDITIONAL ROADWAY LIGHTING AT FLAGGING STATIONS. SEE STANDARD SPECIFICATIONS FOR ADDITIONAL DETAILS. |
| TEMPORARY SIGN LOCATION          | 2. PROTECTIVE VEHICLE RECOMMENDED - MAY BE A WORK VEHICLE.   |
| CHANNELIZING DEVICES             | 3. TYPICAL APPLICATION SHOWN. ADJUST FOR SITE CONDITIONS.  |
| PROTECTIVE VEHICLE - RECOMMENDED | 4. REFER TO THE MUTCD FOR SIGN DIMENSIONS.   |

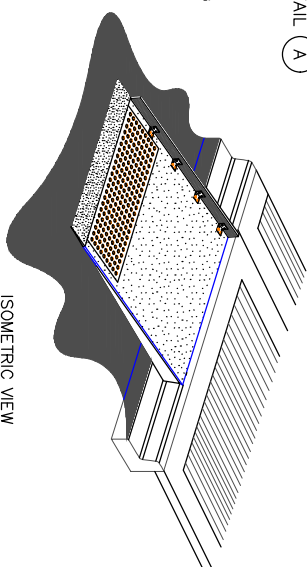
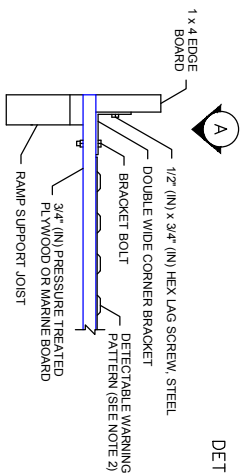
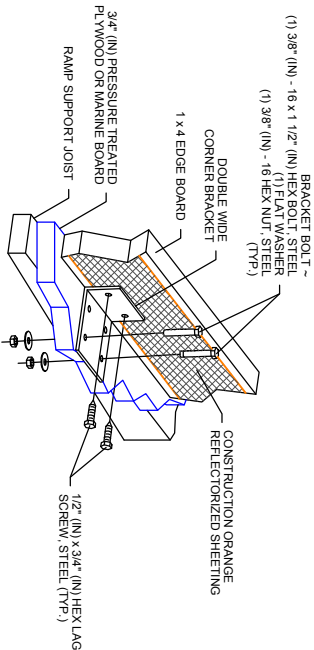
# TYPICAL ROUNDABOUT FLAGGING OPERATION

## TC-18



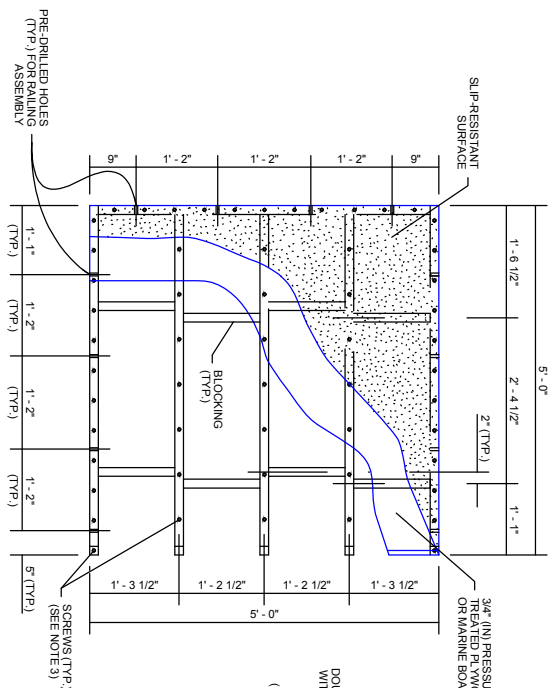
# NOTES

- THIS DESIGN ASSUMES OPTIMAL CONDITIONS AND A STANDARD CURB HEIGHT OF 6" (IN). INSTALLED RAMPS SHALL BE NO STEEPER THAN 12% TO RAMP AND SHALL HAVE A CROSS SLOPE OF 2% OR LESS. USE SHIMS OR GROUT AS REQUIRED TO ADJUST FOR EXISTING CONDITIONS.
- THE DETECTABLE WARNING PATTERN SHALL BE INSTALLED ONLY WHEN THE INTENT IS TO GUIDE PEDESTRIANS DIRECTLY ACROSS THE ROADWAY (CROSSWALK). SEE **STANDARD PLAN P-40-10** FOR DETAILS.
- ROADWAY (CROSSWALK). SEE **STANDARD PLAN P-40-10** FOR DETAILS.
- SCREWS SHALL BE USED TO SECURE THE RAMP SURFACE. SPACING SHALL BE IN ACCORDANCE WITH THE CURRENT BUILDING CODE.
- USE A SLIP-RESISTANT TREATMENT FOR THE SURFACE OF RAMP.
- ALL FASTENERS SHALL BE GALVANIZED.
- DO NOT INSTALL A HAND RAILING IF USING THE EDGE BOARD OPTION.

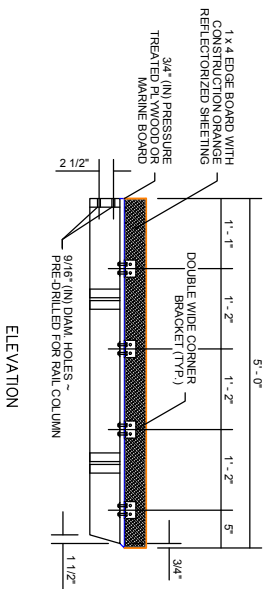


TEMPORARY PEDESTRIAN RAMP WITH EDGE BOARD

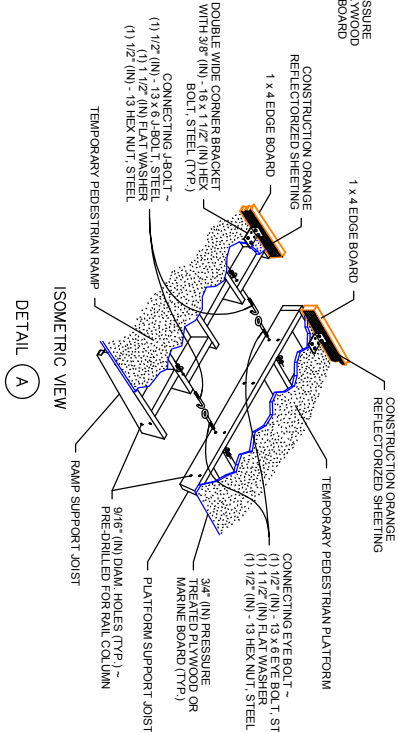
## TEMPORARY PEDESTRIAN RAMP WITH EDGE BOARD



TOP VIEW  
PLATFORM DETAIL



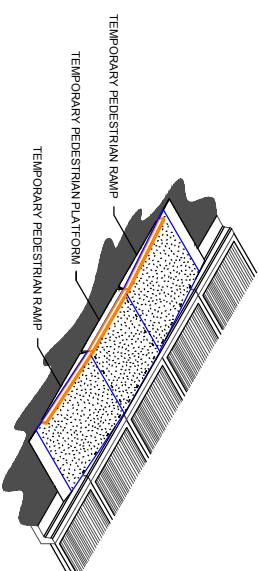
ELEVATION



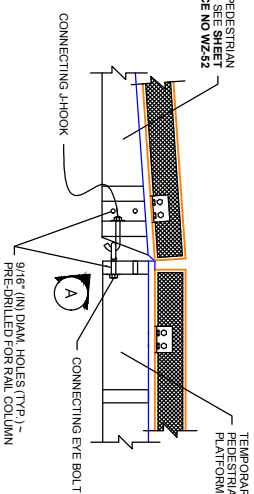
ISOMETRIC VIEW  
DETAIL A

#### NOTES

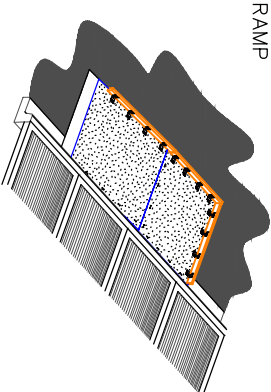
1. ALL HOLES SHOWN SHALL BE DRILLED TO FACILITATE RE-USE AND FLEXIBLE EXPANSION.
2. SEE SHEET REFERENCE NO. TC-52, FOR TEMPORARY PEDESTRIAN RAMP DETAILS.
3. THIS DESIGN ASSUMES OPTIMAL CONDITIONS AND A STANDARD CURB HEIGHT OF 6" (N). INSTALLED RAMPS SHALL BE NO STEEPER THAN 12H : 1V, AND SHALL HAVE A MINIMUM OF 12" (N) OF FLAT WALKWAY SURFACE AS REQUIRED TO ADJUST FOR EXISTING CONDITIONS AND TO PREVENT ROCKING. SHIMS SHALL BE NO HIGHER THAN 1" (N), AND SHALL BE SECURED TO THE EXISTING PAVEMENT OR CONCRETE. THE RAMP SHALL BE INSTALLED ON THE SIDE OF THE STEEPER THAN 12H : 1V, MADE OF GROUT OR AS APPROVED BY THE ENGINEER. ADJUSTMENTS TO THE PLATFORM DIMENSIONS SHOWN MAY BE REQUIRED TO MATCH EXISTING CONDITIONS.
4. SCREWS SHALL BE USED TO SECURE THE RAMP SURFACE. SPACING SHALL BE IN ACCORDANCE WITH THE CURRENT BUILDING CODE.
5. USE A SLIP-RESISTANT TREATMENT FOR SURFACE OF RAMP.
6. ALL FASTENERS SHALL BE GALVANIZED.



ISOMETRIC VIEW  
DUAL RAMP



SIDE VIEW  
CONNECTION DETAIL



ISOMETRIC VIEW  
SINGLE RAMP

## TEMPORARY PEDESTRIAN PLATFORM WITH EDGE BOARD TC-53

# APPENDIX C

## SWPPP

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Construction Stormwater General Permit (CSWGP)

# Stormwater Pollution Prevention Plan (SWPPP)

for

## WESTMINSTER POND REHABILITATION

Prepared for:

**Department of Ecology**  
***Southwest Regional Office***

<b>Permittee / Owner</b>	<b>Developer</b>	<b>Operator / Contractor</b>
City of Lacey	City of Lacey	TBD

### Westminster Pond Stormwater Treatment Facility

#### Certified Erosion and Sediment Control Lead (CESCL)

<b>Name</b>	<b>Organization</b>	<b>Contact Phone Number</b>
TBD	TBD	TBD

#### SWPPP Prepared By

<b>Name</b>	<b>Organization</b>	<b>Contact Phone Number</b>
Ryan Jewell	City of Lacey	(360)486-8734

**January 19<sup>th</sup>, 2023**

**01/19/2023**

#### Project Construction Dates

<b>Activity / Phase</b>	<b>Start Date</b>	<b>End Date</b>
Construction Start	TBD	TBD

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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
CO <sub>2</sub>	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: Westminster Pond

Street/Location: 8<sup>th</sup> Ave SE

City: Lacey State: WA Zip code: 98516

Subdivision: Westminster Estates

Receiving waterbody: College Creek & Woodland Creek

## Existing Conditions (1.1)

Total acreage (including support activities such as off-site equipment staging yards, material storage areas, borrow areas).

Total acreage: 2.92 acres

Disturbed acreage: 0.27 acres

Existing structures: Storm Pond and stormwater conveyance system

Landscape topography: The landscape surrounding the pond slopes down towards the pond at a grade of approximately 15% from the north, east, and west. The topography to the sites south is flat.

Drainage patterns: Water on site flows into the existing pond, then through the outlet structure into wetlands to the sites south.

Existing Vegetation: There is minimal vegetation on site. Sparse trees are located near the north east corner of the existing pond. The area surrounding the pond is comprised of lawn, and the west and south parcel boundaries are lined with trees. College Creek flows through a wooded area to the site's south.

Critical Areas (wetlands, streams, high erosion risk, steep or difficult to stabilize slopes):  
College and Woodland Creeks.

List of known impairments for 303(d) listed or Total Maximum Daily Load (TMDL) for the receiving waterbody: Woodland Creek is included on Ecology's 303(d) list as part of the Henderson Inlet Total Maximum Daily Load for fecal coliform bacteria, dissolved oxygen, and pH impairments. College Creek is classified as impaired by the City of Lacey and drains into the Woodland Creek.

## Proposed Construction Activities (1.2)

Description of site development (example: subdivision):

Rehabilitation of existing pond, installation of an additional pond inlet, installation of a stormwater pretreatment device, planting of vegetation (shrubs and trees) around the pond.

Description of construction activities (example: site preparation, demolition, excavation):

Site preparation, excavation, storm pipe installation, pretreatment device installation (similar to catch basin installation), seeding & planting.

Description of site drainage including flow from and onto adjacent properties. Must be consistent with Site Map in Appendix A:

Water enters the site via an existing conveyance system to the sites north. Water then enters the existing pond where it is treated before draining to College Creek to the sites south. College Creek then drains into Woodland Creek, which drains into the Henderson inlet.

Description of final stabilization (example: extent of revegetation, paving, landscaping):

Final stabilization will include restoring the sites existing landscape through seeding and enhancing pond vegetation through planting native shrubs and trees around the pond's perimeter.

*Contaminated Site Information:*

Proposed activities regarding contaminated soils or groundwater (example: on-site treatment system, authorized sanitary sewer discharge):

There is no known contaminated soil or groundwater on site; no such activities are proposed.

## Construction Stormwater Best Management Practices (BMPs) (2.0)

Several BMP's have been identified to control pollutants in stormwater discharges. The selected BMPs are listed and described under the SWPPP element they satisfy:

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 13 Elements (2.1)

#### Element 1: Preserve Vegetation / Mark Clearing Limits (2.1.1)

Prior to any land disturbing activities, the construction limits shall be marked prior to any clearing to restrict clearing to the approved limits. Sensitive areas, wetland buffers, and preserved trees/vegetation shall be marked with fencing or staking flags. A high visibility fence shall be installed to delineate the location and control access of each site to be demolished prior to any work in accordance with BMP 103. The contractor shall use best judgement selecting the type of fencing (high orange fencing, chain-link with placards, or high visibility silt fence) to be utilized based off public access to site location. A silt fence shall be installed separately or in conjunction with the high visibility fence to contain loose sediment associated with project demolition or grading within the project limits in accordance with BMP C233.

The native top soil, natural vegetation, and existing trees shall be retained in an undisturbed state to the maximum extent practicable. If it is not practicable to retain the native top soil in place, it should be stockpiled on-site, covered to prevent erosion, and replaced immediately upon completion of the ground disturbing activities. The Contractor shall determine if construction is not possible due to presence of vegetation/tree, and shall clear, grub, and dispose of accordingly.

These practices shall occur as Contractor sees fit per construction phasing.

If the fencing or clearing limits are observed to be damaged or visibility is reduced, it shall be repaired and/or replaced immediately and visibility restored.

#### Element 2: Establish Construction Access (2.1.2)

BMP C105 – Stabilized Construction Entrance. Prior to clearing and grubbing, excavation, and any other construction activity, a stabilized construction entrance will be put in place as shown on the Plans. This shall occur as the Contractor sees fit per construction phasing. The BMP will be maintained and inspected by the contractor as directed by Lacey's Ecology approved 2022 Stormwater Design Manual and as described in the Plans and Specifications.

### Element 3: Control Flow Rates (2.1.3)

Will you construct stormwater retention and/or detention facilities?

Yes No

Will you use permanent infiltration ponds or other low impact development (example: rain gardens, bio-retention, porous pavement) to control flow during construction?

Yes No

BMP C209 – Outlet protection shall be placed at the pond's outfall structure to prevent erosion and protect downstream areas by controlling the velocity and peak flow rate of site runoff. This shall occur at the Contractor sees fit per construction phasing. The BMP will be maintained and inspected by the contractor as directed by Lacey's Ecology approved 2022 Stormwater Design Manual and described in the Plans and Specifications.

#### Element 4: Install Sediment Controls (2.1.4)

To minimize the discharge of pollutants offsite, erosion and sediment controls will be installed along site perimeter as needed. Stormwater runoff from disturbed areas shall be routed through an appropriate sediment removal BMP per the Contractor's best judgement prior to runoff discharging off-site or into drain inlets. Runoff from fully stabilized areas may be discharged without a sediment removal BMP, but must ensure downstream waterways are protected from erosion due to increases in the volume, velocity, and peak flow rate of stormwater from the project site. Silt fence barriers shall be constructed in accordance with BMP C233. In addition to silt fencing, the following BMPs are may be implemented where appropriate:

- BMP C230 – Straw Bale Barrier
- BMP C231 – Brusher Barrier
- BMP C232 – Gravel Filter Berm
- BMP C234 – Vegetated Strip
- BMP C235 – Straw Wattles
- BMP C240 – Sediment Trap
- BMP C241 – Temporary Sediment Pond
- BMP C 251 – Construction Stormwater Filtration

The contractor shall install the applicable CBMPs as they see fit per construction phasing.

All CBMPs shall be inspected daily and maintained/repared as necessary.

- Repair any damage immediately.
- Intercept and convey all evident concentrated flows uphill of the silt fence to a sediment pond.
- Remove sediment deposits when the deposit reaches approximately one-third of the height of the silt fence, or install a second silt fence.
- Replace filter fabric that has deteriorated due to ultraviolet breakdown.

The contractor shall be responsible for furnishing, installing, inspecting, and maintaining all sediment control BMPs for the duration of the project.

## 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 project dates:

Start date: 08/10/23

End date: 09/07/23

Will you construct during the wet season?

Yes

No

All exposed and unworked soils shall be stabilized by application of effective BMPs, which protect the soil from the erosive forces of raindrop impact, flowing water, and from wind erosion. Construction schedule phasing shall be planned to reduce the amount of soil exposed during construction activity. From October 1 through April 30, no soils shall remain exposed and un-worked for more than 2 days. From May 1 to September 30, no soils shall remain exposed and un-worked for more than 7 days. This condition applies to all soils on-site, whether at final grade or not. Soils to be stabilized at the end of shifts prior to holidays or weekends based on weather forecasts per Contractor's best judgement. In areas where the soils will remain un-worked for more than 30 days or have reached final grade, seeding and mulching shall be used in accordance with BMPs C120 and C121. If the soil stockpile slope is 2H:1V or greater with at least 10 feet of vertical relief, nets, or blankets shall be used according to BMP C122. Plastic covering shall be used on disturbed areas that require cover less than 30 days per BMP C123. Sod shall be used in accordance with BMP C124 for disturbed areas that require immediate vegetative cover. Dust control shall be used as needed to prevent wind transport of dust from disturbed soil surfaces and in accordance with BMP C140. Contractor to utilize available non-potable water from on-site sources or provide water tanker in order to spray down disturbed soils to minimize dust produced from construction activities.

In addition, the following BMPs may be used to stabilize soils where appropriate:

- BMP C125 – Topsoiling
- BMP C130 – Surface Roughening
- BMP C131 – Gradient Terraces

No soil stockpiles are anticipated.

#### **Inspection and Maintenance Plan:**

- Reseed any seeded areas that fail to establish at least 80 percent cover. If reseeding is ineffective, use an alternative method such as sodding, mulching, or nets/blankets to stabilize soils.
- Reseed and protect by mulch any areas that experience erosion after achieving adequate cover.
- Supply seeded areas with adequate moisture, but do not water to the extent that runoff is

generated.

- If the grass is unhealthy, the cause shall be determined and appropriate action taken to reestablish a healthy groundcover. If it is impossible to establish a healthy groundcover due to frequent saturation, instability, or some other cause, the sod shall be removed, the area seeded with an appropriate mix, and protected with a net or blanket.
- Damaged or torn plastic sheets shall be replaced and open seams shall be repaired.
- Respray areas as needed to keep dust to a minimum.

#### Element 6: Protect Slopes (2.1.6)

Will steep slopes be present at the site during construction?

Yes

No

BMP C120 – Permanent and Temporary Seeding. Upon completion of excavation and grading, slopes shall be seeded and planted by the contractor. Seeding and planting will be applied, inspected, and maintained as directed by Lacey's Ecology approved 2022 Stormwater Design Manual and described in the Plans and Specifications.

Slopes will be stabilized as indicated in Element #5 above. Cut and fill slopes shall be constructed in a manner that will minimize erosion. In addition, the following BMPs may be implemented where appropriate:

- BMP C200 – Interceptor Dike and Swale
- BMP C205 – Subsurface Drains
- BMP C206 – Level Spreader
- BMP C207 – Check Dams

**Installation Schedule:** As Contractor sees fit per construction phasing.

**Inspection and Maintenance Plan:**

- BMPs to be inspected after every runoff event to ensure that they are functioning correctly.

### Element 7: Protect Drain Inlets (2.1.7)

All storm drain inlets made operable during construction, as well as all existing structures within the project limits, shall be marked and protected so that stormwater runoff shall not enter the conveyance system without first being filtered or treated to remove sediment. Install catch basin sock filters or approved equal as shown on the TESC Plans and in accordance with BMP C220 or WSDOT standard I-40.20-00.

Contractor to prevent sediment and street wash water to enter storm drains without prior and adequate treatment.

**Installation Schedule:** As Contractor sees fit per construction phasing

**Inspection and Maintenance Plan:**

- Inlets to be inspected weekly at a minimum and daily during storm events.
- Inlet protection devices shall be cleaned and removed and replaced when sediment has filled one-third of the available storage (unless a different standard is specified by the product manufacturer).
- Do not wash sediment into storm drains while cleaning.

#### Element 8: Stabilize Channels and Outlets (2.1.8)

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.

BMP C209 – Permanent outlet protection shall be placed at the pond's inlet structures to prevent erosion and protect downstream areas by controlling the velocity and peak flow rate of site runoff. This shall occur at the Contractor sees fit per construction phasing. The BMP will be maintained and inspected by the contractor as directed by Lacey's Ecology approved 2022 Stormwater Design Manual and described in the Plans and Specifications.

### Element 9: Control Pollutants (2.1.9)

The following pollutants are anticipated to be present on-site:

*Table 1 – Pollutants*

Pollutant (and source, if applicable)
No pollutants are anticipated to be present on-site.

No pollutants are anticipated on site. In the event of turbid construction stormwater, the contractor shall filter the stormwater prior to discharge as indicated by the Plans and Specifications in accordance with BMP C251.

Installation Schedules: No pollutant control device installation is anticipated.

Inspection and Maintenance plan: The contractor shall constantly monitor equipment for the release of pollutants.

Responsible Staff: Contractor

Will maintenance, fueling, and/or repair of heavy equipment and vehicles occur on-site?

Yes **No**

If any maintenance, fueling, and/or repair of equipment and vehicles occurs on site the contractor must use spill prevention measures such as drip pans as directed by the Plans and Specifications.

Will wheel wash or tire bath system BMPs be used during construction?

Yes **No**

Will pH-modifying sources be present on-site?

*Table 2 – pH-Modifying Sources*

X	None
	Bulk cement
	Cement kiln dust
	Fly ash
	Other cementitious materials
	New concrete washing or curing waters
	Waste streams generated from concrete grinding and sawing
	Exposed aggregate processes
	Dewatering concrete vaults
	Concrete pumping and mixer washout waters
	Recycled concrete
	Other (i.e. calcium lignosulfate) [please describe]

**Additional Notes:** All pollutants, including waste materials and demolition debris, that occur on-site during construction shall be handled and disposed of in a manner that does not cause contamination of stormwater. Maintenance and repair of heavy equipment and vehicles involving oil changes, hydraulic system drain down, solvent and de-greasing cleaning operations, fuel tank drain down and removal, and other activities which may result in discharge or spillage of pollutants to the ground or into stormwater runoff must be conducted using spill prevention measures, such as drip pans. Emergency repairs may be performed on-site using temporary plastic placed beneath, and if raining, over the vehicle. Application of agricultural chemicals, including fertilizers and pesticides, shall be conducted in a manner and at application rates that will not result in loss of chemical to stormwater runoff. Manufacturers' recommendations shall be followed for application rates and procedures.

Two source control BMPs will apply to this project:

- A Spill Prevention Control and Countermeasures Plan (prepared by Contractor)
- Street Sweeping (as needed during construction by Contractor)

**Installation Schedule:** As Contractor sees fit per construction phasing

**Inspection and Maintenance Plan:**

- Contaminated surfaces shall be cleaned immediately following any discharge or spill incident.
- Source control BMPs shall be utilized to prevent the likelihood of pollutants being introduced on-site.

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)

This project is scheduled for the dry season when Westminster Pond is historically dry, so no dewatering is expected. However, the contractor shall filter and manage turbid water from dewatering separately from stormwater and directed by the Plans and Specifications.

#### 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 3 – 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
	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)

High visibility silt fence shall be used on the project site. The fence shall be placed close enough to construction activities to prevent sediment from leaving the site, but far enough away from construction activities to ensure they are not damaged or destroyed. The construction entrance shall be inspected and maintained to ensure sediment is not tracked onto the roadway. If excess sediment is tracked onto the roadway, the roadway shall be swept and a wheel wash shall be implemented.

## Pollution Prevention Team (3.0)

*Table 4 – Team Information*

<b>Title</b>	<b>Name(s)</b>	<b>Phone Number</b>
<b>Certified Erosion and Sediment Control Lead (CESCL)</b>	TBD	TBD
<b>Resident Engineer</b>	Ryan Jewell	(360) 486-8734
<b>Emergency Ecology Contact</b>	Ecology Southwest Division	(360) 407-6300
<b>Emergency Permittee/ Owner Contact</b>	Ryan Jewell	(360) 486-8734
<b>Non-Emergency Owner Contact</b>	Ryan Jewell	(360) 486-8734
<b>Monitoring Personnel</b>	TBD	TBD
<b>Ecology Regional Office</b>	Southwest Regional Office	(360) 407-6300

## 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.

The receiving waterbody, Woodland Creek, is impaired for: Fecal Coliform Bacteria, dissolved oxygen, and pH impairment. All stormwater and dewatering discharges from the site are subject to an **effluent limit** of 25 NTU for turbidity.

### 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.

## 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 5 – 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.

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 (CO<sub>2</sub>) sparging (liquid or dry ice).
3. Written approval will be obtained from Ecology prior to the use of chemical treatment other than CO<sub>2</sub> sparging or dry ice.

Method for sampling pH:

*Table 6 – pH Sampling Method*

X	pH meter
	pH test kit
	Wide range pH indicator paper

## Discharges to 303(d) or Total Maximum Daily Load (TMDL) Waterbodies (5.0)

### 303(d) Listed Waterbodies (5.1)

Is the receiving water 303(d) (Category 5) listed for turbidity, fine sediment, phosphorus, or pH?

Yes

No

List the impairment(s):

Fecal Coliform Bacteria

Dissolved Oxygen

pH impairment

The receiving waterbody, Woodland Creek, is impaired for: Fecal Coliform Bacteria, dissolved oxygen, temperature, and pH impairment. All stormwater and dewatering discharges from the site are subject to an **effluent limit** of 8.5su for pH and 25 NTU for turbidity.

No work with pH altering material is scheduled for the site over the course of this project, so no pH controlling BMPs are suggested. However, pH testing at the point where the discharge leaves the construction site will be conducted.

### TMDL Waterbodies (5.2)

Waste Load Allocation for CWSGP discharges:

Table 2 of the Department of Ecology's EPA approved Water Quality Implementation Plan (July 31, 2009) lists the necessary fecal coliform bacteria reductions (Waste load Allocations):

Table 2: Bacteria reductions needed for Woodland Creek tributaries and stormwater sources during storm events and dry season.

Woodland Creek Sites	Critical season	Geometric mean	90 <sup>th</sup> percentile	FC reduction needed to meet standards	Limiting criterion	Target value fc/100 mL
Stormwater discharge at Woodland RM 3.7	Storm event	446	8370	99%	90 <sup>th</sup> percentile	100
WSDOT stormwater discharge at Woodland RM 3.1	Storm event	31	624	84%	90 <sup>th</sup> percentile	100
Stormwater pipe from Interstate 5 at Woodland RM 3.1	Storm event	539	659	91%	Geometric Mean	50
Stormwater pipe at Woodland RM 2.6	Storm event	617	1920	95%	90 <sup>th</sup> percentile	100
Woodland Creek at RM 0.2	Storm event	102	552	92%	90 <sup>th</sup> percentile	43
Tributary Sites	Critical season	Geometric mean	90 <sup>th</sup> percentile	FC reduction needed to meet standards	Limiting criterion	Target value fc/100 mL
Palm Creek at Woodland RM 1.95	Storm event	54	246	59%	90 <sup>th</sup> percentile	100
Fox Creek at Woodland RM 1.9	Storm event	41	451	78%	90 <sup>th</sup> percentile	100
Quail Creek at Woodland RM 1.1	Storm event	212	2510	96%	90 <sup>th</sup> percentile	100
College Creek at RM 0.4	Storm event	161	694	86%	90 <sup>th</sup> percentile	100
Dry Season Sites	Critical season	Geometric mean	90 <sup>th</sup> percentile	FC reduction needed to meet standards	Limiting criterion	Target value fc/100 mL
Woodland Creek at RM 2.6	Dry season	87	108	43%	Geometric Mean	50
Eagle Creek at Woodland RM 2.25	Dry season	204	2180	95%	90 <sup>th</sup> percentile	100
Jorgenson Creek at Woodland RM 1.2	Dry season	412	904	89%	90 <sup>th</sup> percentile	100
Woodland Creek at RM 0.2	Dry season	192	271	93%	Geometric Mean	14

\*RM refers to river mile. Distance is measured from the mouth.

List and describe BMPs:

There are no activities associated with this project that could result in stormwater discharge with fecal coliform bacteria, dissolved oxygen, or a modified pH. Therefore, no BMPs are suggested to treat these pollutants.

Discharges to TMDL receiving waterbodies will meet in-stream water quality criteria at the point of discharge.
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## 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 less than one (1) acre; therefore,** Discharge Monitoring Reports (DMRs) will not be submitted to Ecology because water quality sampling is not being conducted at the site.

### 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 CO<sub>2</sub> sparging is planned for adjustment of high pH water.

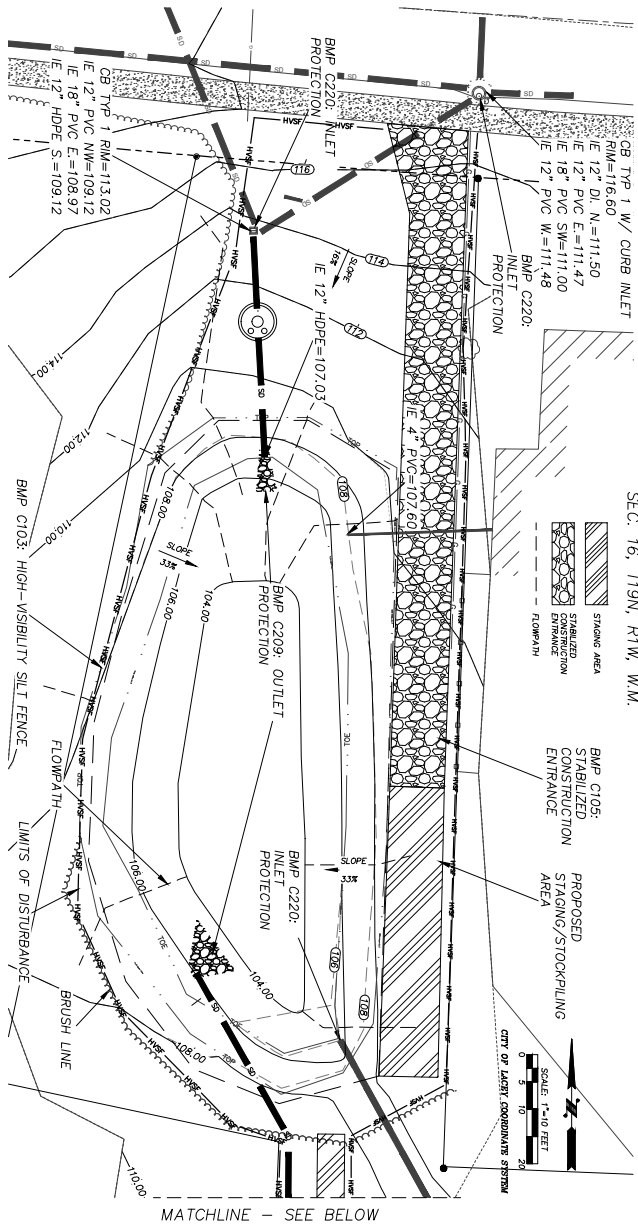
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## **Appendix/Glossary**

### **A - Site Map**

## SEC. 16, T19N, R1W, W.M.

- EROSION CONTROL NOTES:



C3	5
DWG NO.	OF
D-23-08	12

## B - BMP Detail

## **BMP C103: High-Visibility Fence**

### ***Purpose***

Fencing is intended to:

- Restrict clearing to approved limits
- Prevent disturbance of sensitive areas, their buffers, and other areas required to be left undisturbed
- Limit construction traffic to designated construction entrances, exits or internal roads
- Protect areas where marking with flagging/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 4 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 6 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 pounds/feet using the American Society for Testing and Materials (ASTM) D4595 testing method.
- If appropriate install fabric silt fence in accordance with BMP C233 to act as High-Visibility Fence. Except that the silt fence shall be at least 3 feet high and must be highly visible to meet the requirements of this BMP.
- Metal fences are the least preferred but might be appropriate to address security concerns. Metal fencing shall be designed and installed according to the manufacturer's specifications.

- Metal fences shall be at least 4 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 Access**

### ***Purpose***

Stabilized construction accesses 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 accesses for each residence, rather than only at the main subdivision entrance. Stabilized surfaces shall be of sufficient length/width to provide vehicle access, based on lot size and configuration.

### ***Design and Installation Specifications***

- See Figure 5.1 for details. Note: the 100 foot 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 feet).
- Construct stabilized construction accesses 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. For single-family residential lots, pad may be reduced in length to fit site, to no less than 20 feet long, and in depth, to 6 inches thick with 4-inch to 6-inch quarry spalls, provided that performance standards are still met.
- Ecology's functionally equivalent technologies (i.e., FODS and Track Clean<sup>TM</sup> Construction Entrance Plates) are acceptable.
- 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 pounds per square inch (psi) minimum
  - Grab Tensile Elongation (ASTM D4632): 30 percent maximum
  - Mullen Burst Strength (ASTM D3786-80a): 400 psi minimum
  - AOS (ASTM D4751): 20 to 45 (U.S. standard sieve size)

- High-Visibility Fence (see BMP C103) 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.

### ***Maintenance Standards***

- Quarry spalls shall be added if the pad is no longer in accordance with the specifications.
- 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.
- 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.
- 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, 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 (as needed) and street sweeping on the same day that the track-out occurs. 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 may be required. The sediment would then be washed into the sump where it can be controlled. Sediment-laden water shall be prevented from entering the stormwater drainage system.
- Perform street sweeping by hand or with a high efficiency sweeper. Do not use a non-high efficiency mechanical sweeper as these sweepers create dust and throw soil into nearby stormwater drainage 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), BMP C103: High-Visibility Fence 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.

***Approved as Functionally Equivalent***

Ecology has approved specific products as able to meet the requirements of BMP C105. However, the products did not pass through the Technology Assessment Protocol – Ecology (TAPE) process. The list of products that Ecology has approved as functionally equivalent is available on Ecology’s website at <<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Stormwater-permittee-guidance-resources/Emerging-stormwater-treatment-technologies>>.

If a project wishes to use any of the “approved as functionally equivalent” BMPs in the City, the project owner or representative must obtain approval for use of the BMP from the City on a case-by-case basis (i.e., for each project or site) before use.

## **BMP C120: Temporary and Permanent Seeding**

### ***Purpose***

Seeding reduces erosion by stabilizing exposed soils with a well-established vegetative cover. This 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.
- Where the term “fully established” is used to describe vegetative cover or plantings, it shall be understood to mean that healthy vegetation covers 90 percent of exposed soil.
- Inspect 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 for specifications for mulch; see *Design and Installation Specifications* in this BMP section for seed mix guidance.
- 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 permanent stabilization measures (such as pavement, riprap, gabions, or geotextiles) that will prevent erosion.

### ***Design and Installation Specifications***

- Seed infiltration/detention ponds as required.
- Install channels intended for vegetation before starting major earthwork and hydroseeded with a Bonded Fiber Matrix (BFM). 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.
- The seedbed should be firm and rough. All soil shall be roughened no matter what the slope. If compaction is required for engineering purposes, slopes must be track walked before seeding. Backblading or smoothing of slopes greater than 4:1 is not allowed if they are to be seeded.
- New and more effective restoration-based landscape practices rely on deeper incorporation than that provided by a simple single-pass rototilling treatment. Wherever practical the subgrade should be initially ripped 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 the rototilling process should be done in multiple lifts, or the prepared soil system shall be prepared properly and then placed to achieve the specified depth.
- Organic matter is the most appropriate form of “fertilizer” because it provides nutrients (including nitrogen, phosphorus, and potassium) in the least water-soluble form. A natural system typically releases 2 to 10 percent of its nutrients annually. Chemical fertilizers have since been formulated to simulate what organic matter does naturally.
- In general, 10-4-6 N-P-K (nitrogen-phosphorus-potassium) fertilizer can be used at a rate of 90 pounds per acre. Slow-release fertilizers shall be used because they are more efficient and have fewer environmental impacts. It is recommended that areas being seeded for final landscaping conduct soil tests to determine the exact type and quantity of fertilizer needed. This will prevent the over-application of fertilizer. Fertilizer must not be added to the hydromulch machine and agitated more than 20 minutes before it is to be used. If agitated too much, the slow-release coating is destroyed.
- There are numerous products available on the market that takes 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 is a good source of long-term, slow-release, available nitrogen.
- Hydroseed applications shall include a minimum of 1,500 pounds per acre of mulch with 3 percent tackifier. See BMP C121: Mulching for specifications.
- On steep slopes, BFM or Mechanically Bonded Fiber Matrix (MBFM) products should be used. BFM/MBFM products are applied at a minimum rate of 3,000 pounds per acre of mulch with approximately 10 percent tackifier. Application is made so that a minimum of 95 percent soil coverage is achieved.

Numerous products are available commercially and should be installed per manufacturer's instructions. Most products require 24 to 36 hours to cure before a rainfall and cannot be installed on wet or saturated soils. Generally, these products come in 40- to 50-pound bags and include all necessary ingredients except for seed and fertilizer.

- BFM and MBFM have some advantages over blankets:
  - No surface preparation required
  - Can be installed via helicopter in remote areas
  - On slopes steeper than 2.5:1, blanket installers may need to be roped and harnessed for safety
  - They are at least \$1,000 per acre cheaper installed.
- In most cases, the shear strength of blankets is not a factor when used on slopes, only when used in channels. BFM and MBFM are good alternatives to blankets in most situations where vegetation establishment is the goal.
- 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. See also postconstruction soil quality and depth in Chapter 7, Section 7.4.1.
- When installing seed via hydroseeding operations, only about one-third 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 to 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 to 1,000 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 or MBFM (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, and rates are provided as pounds of pure live seed per acre.
- Other mixes may be appropriate, depending on the soil type and hydrology of the area. Consult the local revegetation experts 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 City may be used.
- Table 5.3 represents the standard mix for areas requiring a temporary vegetative cover.

<b>Table 5.3. Temporary Erosion Control Seed Mix.</b>		
<b>Common Name</b>	<b>Species</b>	<b>Pounds Pure Live Seed per Acre</b>
Spike bentgrass	<i>Agrostis exarata</i>	0.1
California brome	<i>Bromus carinatus</i>	10.5
Tufted hairgrass	<i>Deschampsia cespitosa</i>	0.4
Blue wildrye	<i>Elymus glaucus</i>	11.4
California oatgrass	<i>Danthonia californica</i>	6.0
Native red fescue	<i>Festuca rubra</i> var. <i>rubra</i>	2.5
Meadow barley	<i>Hordeum brachyantherum</i>	8.2
<b>Total</b>		<b>39.1</b>

- Table 5.4 lists a recommended mix for landscaping seed.

<b>Table 5.4. Landscaping Seed Mix.</b>		
<b>Common Name</b>	<b>Species</b>	<b>Pounds Pure Live Seed per Acre</b>
Sideoats grama	<i>Bouteloua curtipendula</i>	7.3
California oatgrass	<i>Danthonia californica</i>	6.6
Native red fescue	<i>Festuca rubra</i> var. <i>rubra</i>	4.2
Prairie Junegrass	<i>Koeleria macrantha</i>	0.9
<b>Total</b>		<b>19.0</b>

- Table 5.5 lists a low-maintenance turf seed mix that may be used in dry situations where there is little to no watering.

<b>Table 5.5. Low-Growing Turf Seed Mix.</b>		
<b>Common Name</b>	<b>Species</b>	<b>Pounds Pure Live Seed per Acre</b>
Hard fescue	<i>Festuca brevipila</i>	3.1
Sheep fescue	<i>Festuca ovina</i>	3.1
Native red fescue	<i>Festuca rubra</i> var. <i>rubra</i>	3.5
Prairie Junegrass	<i>Koeleria macrantha</i>	0.6
<b>Total</b>		<b>10.2</b>

- Table 5.6 lists a mix for bioswales and other intermittently wet areas.

<b>Table 5.6. Bioswale Seed Mix.</b>		
<b>Common Name</b>	<b>Species</b>	<b>Pounds Pure Live Seed per Acre</b>
American sloughgrass	<i>Beckmannia syzigachne</i>	0.9
Tufted hairgrass	<i>Deschampsia cespitosa</i>	0.6
Blue wildrye	<i>Elymus glaucus</i>	11.4
Native red fescue	<i>Festuca rubra</i> var. <i>rubra</i>	2.8
Meadow barley	<i>Hordeum brachyantherum</i>	9.8
Northwestern mannagrass	<i>Glyceria occidentalis</i>	5.2
<b>Total</b>		<b>30.7</b>

- Table 5.7 lists a low-growing seed mix appropriate for very wet areas that are not regulated wetlands. Consult Hydraulic Permit Authority (HPA) for seed mixes if applicable.

<b>Table 5.7. Low Growing Wet Area Seed Mix.</b>		
<b>Common Name</b>	<b>Species</b>	<b>Pounds Pure Live Seed per Acre</b>
California brome	<i>Bromus carinatus</i>	10.5
Columbia brome	<i>Bromus vulgaris</i>	8.7
Tufted hairgrass	<i>Deschampsia cespitosa</i>	0.4
California oatgrass	<i>Danthonia californica</i>	5.0
Native red fescue	<i>Festuca rubra</i> var. <i>rubra</i>	2.4
Western manna grass	<i>Glyceria occidentalis</i>	3.5
Meadow barley	<i>Hordeum brachyantherum</i>	8.2
<b>Total</b>		<b>38.5</b>

- Table 5.8 lists a recommended meadow seed mix that is intended 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.

<b>Table 5.8. Meadow Seed Mix.</b>		
<b>Common Name</b>	<b>Species</b>	<b>Pounds Pure Live Seed per Acre</b>
Common yarrow	<i>Achillea millefolium</i>	0.07
Pearly everlasting	<i>Anaphalis margaritacea</i>	0.01
California brome	<i>Bromus carinatus</i>	7.84
California oatgrass	<i>Danthonia californica</i>	3.73
Blue wildrye	<i>Elymus glaucus</i>	7.60
Idaho fescue	<i>Festuca idahoensis</i>	1.74
Native red fescue	<i>Festuca rubra</i> var. <i>rubra</i>	1.88
Sickle keeled lupine	<i>Lupinus albicaulis</i>	2.22
Fowl bluegrass	<i>Poa palustris</i>	0.36
<b>Total</b>		<b>22.9</b>

### **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, an alternate method, such as sodding, mulching, or nets/blankets, shall be used. If winter weather prevents adequate grass growth, this time limit may be relaxed at the discretion of the City 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 Functionally Equivalent***

Ecology has approved specific products as able to meet the requirements of BMP C120. However, the products did not pass through the Technology Assessment Protocol – Ecology (TAPE) process. The list of products that Ecology has approved as functionally equivalent is available on Ecology’s website at <<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Stormwater-permittee-guidance-resources/Emerging-stormwater-treatment-technologies>>.

If a project wishes to use any of the “approved as functionally equivalent” BMPs in the City, the project owner or representative must obtain approval for use of the BMP from the City on a case-by-case basis (i.e., for each project or site) before use.

**BMP C140: Dust Control*****Purpose***

Dust control prevents wind transport of dust from disturbed soil surfaces onto roadways, drainage ways, and surface waters.

***Conditions of Use***

For use in areas (including roadways) subject to surface and air movement of dust where on-site and off-site impacts to roadways, drainage ways, or surface waters are likely.

***Design and Installation Specifications***

Vegetate or mulch areas that will not receive vehicle traffic. In areas where planting, mulching, or paving is impractical, apply gravel or landscaping rock.

- Limit dust generation by clearing only those areas where immediate activity will take place, leaving the remaining area(s) in the original condition. Maintain the original ground cover as long as practical.
- Construct natural or artificial windbreaks or windscreens. These may be designed as enclosures for small dust sources.
- Sprinkle the site with water until surface is wet. Repeat as needed. To prevent carryout of mud onto street, refer to BMP C105: Stabilized Construction Access.
- Irrigation water can be used for dust control. Irrigation systems should be installed as a first step on sites where dust control is a concern.
- Spray exposed soil areas with a dust palliative, following the manufacturer's instructions and cautions regarding handling and application. Oil based products are prohibited from use as a dust suppressant. The City may approve other dust palliatives such as calcium chloride or PAM.
- BMP C126: PAM added to water at a rate of 0.5 pounds per 1,000 gallons of water per acre and applied from a water truck is more effective than water alone. This is due to increased infiltration of water into the soil and reduced evaporation. In addition, small soil particles are bonded together and are not as easily transported by wind. Adding PAM may actually reduce the quantity of water needed for dust control. Use of PAM could be a cost-effective dust control method.

Techniques that can be used for unpaved roads and lots include:

- Lower speed limits. High vehicle speed increases the amount of dust stirred up from unpaved roads and lots.
- Upgrade the road surface strength by improving particle size, shape, and mineral types that make up the surface and base materials.
- Add surface gravel to reduce the source of dust emission. Limit the amount of fine particles (those smaller than 0.075 mm) to 10 to 20 percent.
- Use geotextile fabrics to increase the strength of new roads or roads undergoing reconstruction.
- Encourage the use of alternate, paved routes, if available.
- Restrict use of paved roadways by tracked vehicles and heavy trucks to prevent damage to road surface and base.
- Apply chemical dust suppressants using the admix method, blending the product with the top few inches of surface material. Suppressants may also be applied as surface treatments.
- Pave unpaved permanent roads and other trafficked areas.
- Use vacuum street sweepers.
- Remove mud and other dirt promptly so it does not dry and then turn into dust.
- Limit dust-causing work on windy days.

Contact your Puget Sound Clean Air Agency <[www.pscleanair.gov](http://www.pscleanair.gov)> for guidance and training on other dust control measures. Compliance with Puget Sound Clean Air Agency guidance and BMPs constitutes compliance with this BMP.

### ***Maintenance Standards***

- Respray area as necessary to keep dust to a minimum.

## BMP C150: Materials on Hand

### *Purpose*

Keep quantities of erosion prevention and sediment control materials on the project site at all times to be used for regular maintenance and emergency situations such as unexpected heavy summer rains. Having these materials on site reduces the time needed to implement BMPs when inspections indicate that existing BMPs are not meeting the Construction SWPPP requirements. In addition, contractors can save money by buying some materials in bulk and storing them at their office or yard.

### *Conditions of Use*

- Construction projects of any size or type can benefit from having materials on hand. A small commercial development project could have a roll of plastic and some gravel available for immediate protection of bare soil and temporary berm construction. A large earthwork project, such as highway construction, might have several tons of straw, several rolls of plastic, flexible pipe, sandbags, geotextile fabric, and steel T-posts.
- Materials are stockpiled and readily available before any site clearing, grubbing, or earthwork begins. A contractor or developer could keep a stockpile of materials that are available for use on several projects.
- If storage space at the project site is at a premium, the contractor could maintain the materials at their office or yard. The office or yard must be less than an hour from the project site.

### *Design and Installation Specifications*

Depending on project type, size, complexity, and length, materials and quantities will vary. A good minimum list of items that will cover numerous situations includes:

Material
Clear Plastic, 6 mil
Drainpipe, 6- or 8-inch diameter
Sandbags, filled
Straw Bales for mulching
Quarry Spalls
Washed Gravel
Geotextile Fabric
Catch Basin Inserts
Steel "T" Posts
Silt Fence Material
Straw Wattles

***Maintenance Standards***

- All materials with the exception of the quarry spalls, steel T-posts, and gravel must be kept covered and out of both sun and rain.
- Restock materials used as needed.

**BMP C162: Scheduling*****Purpose***

Sequencing a construction project reduces the amount and duration of soil exposed to erosion by wind, rain, runoff, and vehicle tracking.

***Conditions of Use***

The construction sequence schedule is an orderly listing of all major land-disturbing activities together with the necessary erosion and sedimentation control measures planned for the project. This type of schedule guides the contractor on work to be done before other work is started so that serious erosion and sedimentation problems can be avoided.

Following a specified work schedule that coordinates the timing of land-disturbing activities and the installation of control measures is perhaps the most cost-effective way of controlling erosion during construction. The removal of surface ground cover leaves a site vulnerable to accelerated erosion. Construction procedures that limit land clearing provide timely installation of erosion and sedimentation controls, and restore protective cover quickly can significantly reduce the erosion potential of a site.

***Design Considerations***

- Minimize construction during rainy periods.
- Schedule projects to disturb only small portions of the site at any one time. Complete grading as soon as possible. Immediately stabilize the disturbed portion before grading the next portion. Practice staged seeding in order to revegetate cut and fill slopes as the work progresses.

## **BMP C209: Outlet Protection**

### ***Purpose***

Outlet protection prevents scour at conveyance outlets and minimizes the potential for downstream erosion by reducing the velocity of concentrated stormwater flows.

### ***Conditions of Use***

Outlet protection is required at the outlets of all ponds, pipes, ditches, or other conveyances, and where runoff is conveyed to a natural or artificial drainage feature such as a stream, wetland, lake, or ditch.

### ***Design and Installation Specifications***

- The receiving channel at the outlet of a culvert shall be protected from erosion by rock lining a minimum of 6 feet downstream and extending up the channel sides a minimum of 1 foot above the maximum tailwater elevation or 1 foot above the crown, whichever is higher. For large pipes (more than 18 inches in diameter), the outlet protection lining of the channel is lengthened to four times the diameter of the culvert.
- Standard wingwalls, and tapered outlets and paved channels should also be considered when appropriate for permanent culvert outlet protection. (See WSDOT Hydraulics Manual <[www.wsdot.wa.gov/Publications/Manuals/index.htm](http://www.wsdot.wa.gov/Publications/Manuals/index.htm)>.)
- Organic or synthetic erosion blankets, with or without vegetation, are usually more effective than rock, cheaper, and easier to install. Materials can be chosen using manufacturer product specifications. ASTM test results are available for most products and the designer can choose the correct material for the expected flow.
- With low flows, BMP C201: Grass-Lined Channels can be an effective alternative for lining material.
- The following shall be used for outlet protection with riprap:
  - If the discharge velocity at the outlet is less than 5 feet per second (pipe slope typically less than 10 percent), use 2-inch to 8-inch riprap. Minimum thickness is 1 foot.
  - For 5 to 10 feet per second discharge velocity at the outlet, use 24-inch to 48--inch riprap. Minimum thickness is 2 feet.
  - For outlets at the base of steep slope pipes (pipe slope greater than 10 percent), use an engineered energy dissipator.
  - Filter fabric or erosion control blankets shall be used under riprap to prevent scour and channel erosion. See BMP C122: Nets and Blankets.

- Bank stabilization, bioengineering, and habitat features may be required for disturbed areas. This work may require a hydraulic project approval (HPA) from the WDFW. See Chapter 6, Section 6.3.5, for more information on outfall system design.

***Maintenance Standards***

- Inspect and repair as needed.
- Add rock as needed to maintain the intended function.
- Clean energy dissipator if sediment builds up.

## BMP C220: Inlet Protection

### *Purpose*

Inlet protection prevents coarse sediment from entering drainage systems prior to permanent stabilization of the disturbed area.

### *Conditions of Use*

Use inlet protection at storm drain inlets that are operational before permanent stabilization of the disturbed drainage area. If these BMPs are used on active roadways, projects shall install appropriate traffic control to ensure vehicle and pedestrian traffic is not exposed to the roadway obstructions. 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 use 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 prevent sediment from entering the system until completion of landscaping. Consider erosion protection methods around each finished lawn and yard drain until area is stabilized.

Table 5.10 lists several options for inlet protection. All of the methods for inlet protection tend to plug and require a high frequency of maintenance. Limit drainage areas to 1 acre or less. Possibly provide emergency overflows with additional end-of-pipe treatment where stormwater ponding would cause a hazard.

<b>Table 5.10. Storm Drain Inlet Protection.</b>			
<b>Type of Inlet Protection</b>	<b>Emergency Overflow</b>	<b>Applicable for Paved/Earthen Surfaces</b>	<b>Conditions of Use</b>
<b>Drop Inlet Protection</b>			
Excavated drop inlet protection	Yes, temporary flooding may occur	Earthen	Applicable for heavy flows. Easy to maintain. Large area requirement: 30- by 30-feet/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	Paved or Earthen	Applicable for heavy concentrated flows. Will pond. Can withstand traffic.
Catch basin filters	Yes	Paved or Earthen	Frequent maintenance required.
<b>Curb Inlet Protection</b>			
Curb inlet protection with a wooden weir	Small capacity overflow	Paved	Used for sturdy, more compact installation.
Block and gravel curb inlet protection	Yes	Paved	Sturdy, but limited filtration.
<b>Culvert Inlet Protection</b>			
Culvert inlet sediment trap	N/A	N/A	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 to 2 feet 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 5.16.
  - 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 2 by 4 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 0.5-inch openings over all block openings
  - Place washed rock, 0.75- to 3-inch diameter, just below the top of blocks on slopes of 2H:1V or flatter.

- **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 0.5-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.
- **Catch Basin 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 catch basin 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. See Figure 5.17.
  - 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 catch basin filter in the catch basin 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 0.5-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 an inlet with concrete blocks and gravel. See Figure 5.18.
  - Use wire mesh with 0.5-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 2 by 4 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 5.19.
  - 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.

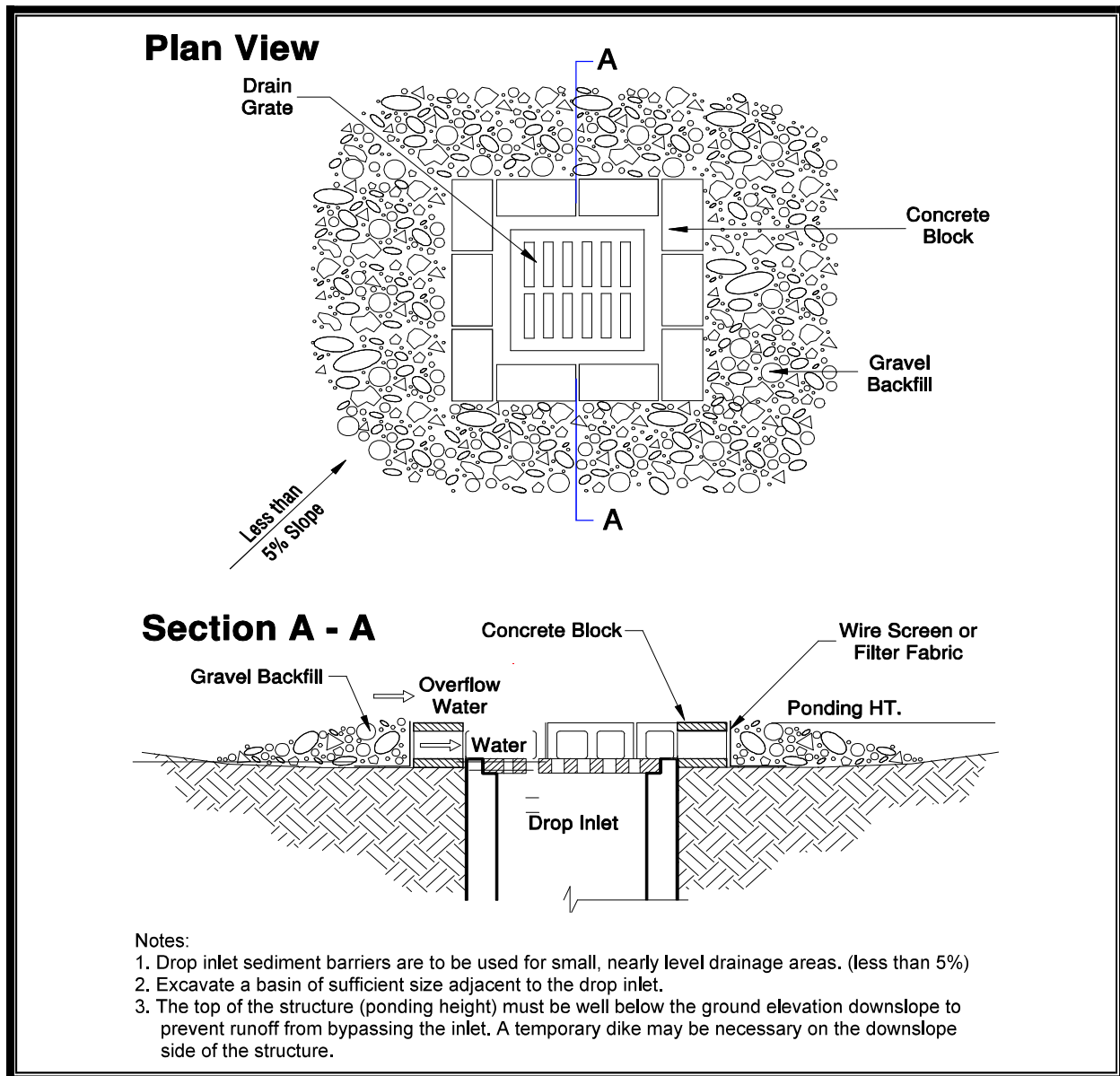
### ***Maintenance Standards***

- Inspect all forms of inlet protection frequently, especially after storm events. Clean or replace clogged catch basin filters. For rock and gravel filters, pull away the rocks from the inlet and clean or replace. An alternative approach would be to use the clogged rock as fill and put fresh rock 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 Functionally Equivalent***

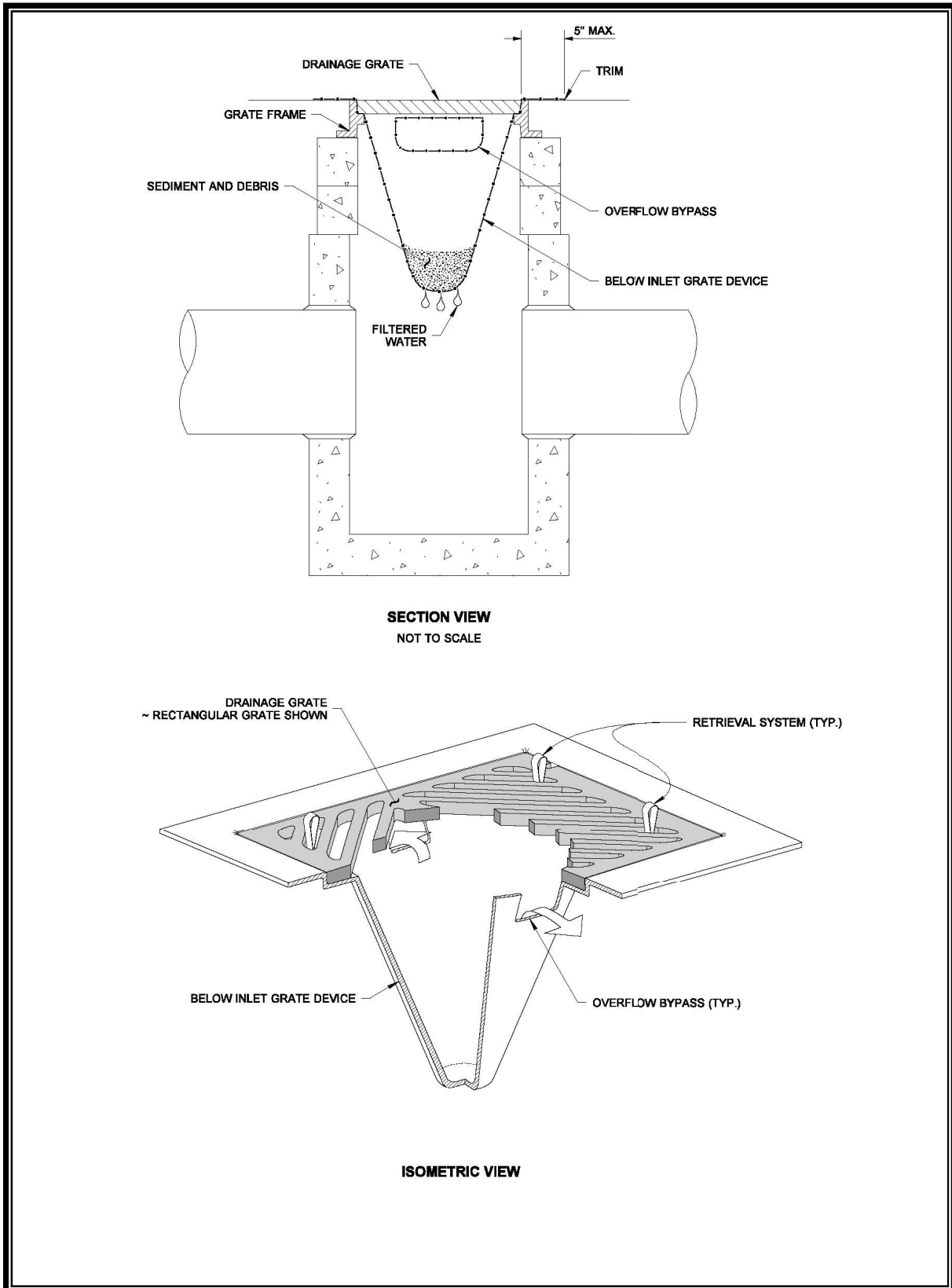
Ecology has approved specific products as able to meet the requirements of BMP C220. However, the products did not pass through the Technology Assessment Protocol – Ecology (TAPE) process. The list of products that Ecology has approved as functionally equivalent are available on Ecology’s website at <<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Stormwater-permittee-guidance-resources/Emerging-stormwater-treatment-technologies>>.

If a project wishes to use any of the “approved as functionally equivalent” BMPs in the City, the project owner or representative must obtain approval for use of the BMP from the City on a case-by-case basis (i.e., for each project or site) before use.



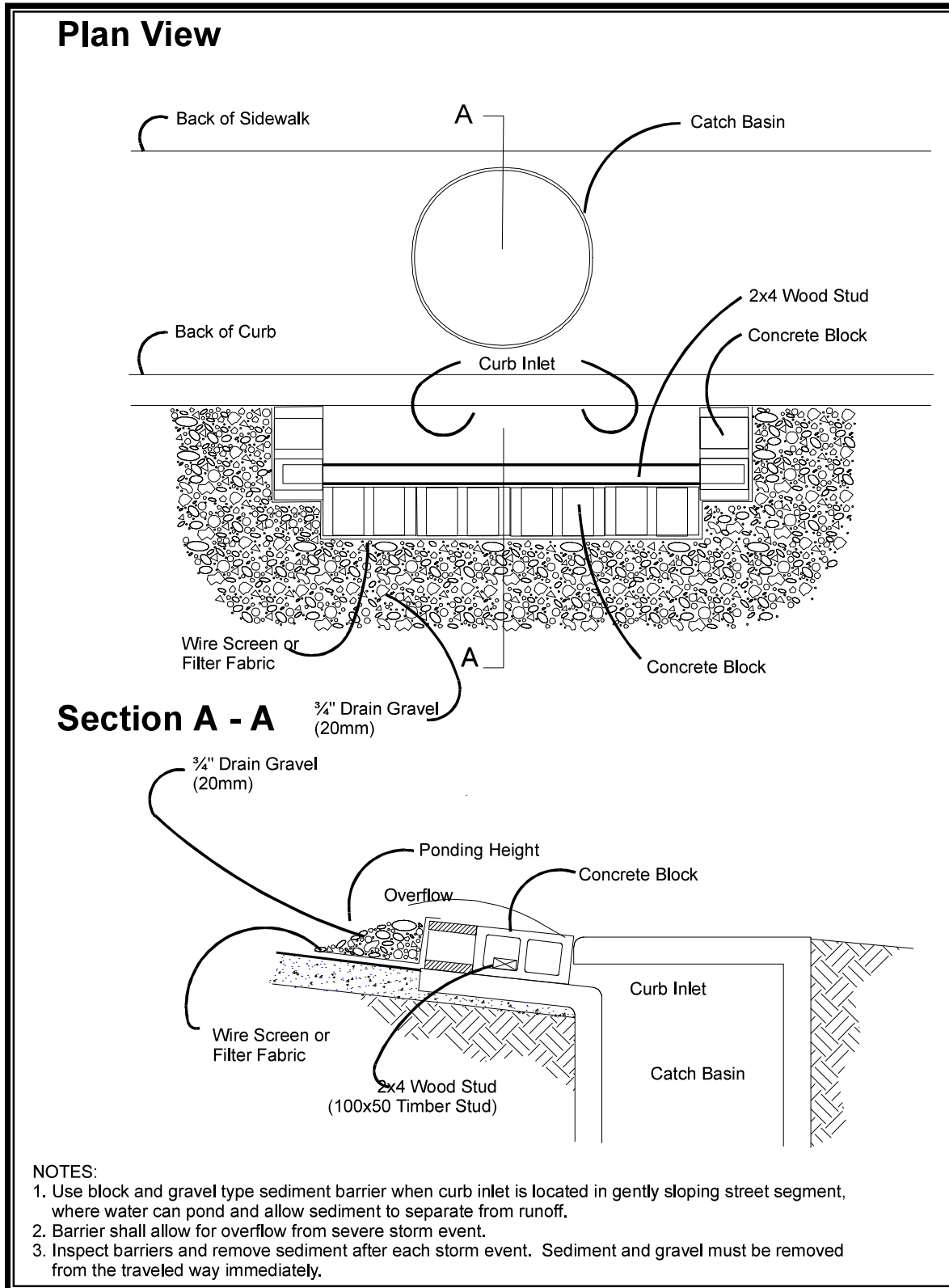
Source: Ecology

**Figure 5.16. Block and Gravel Filter.**



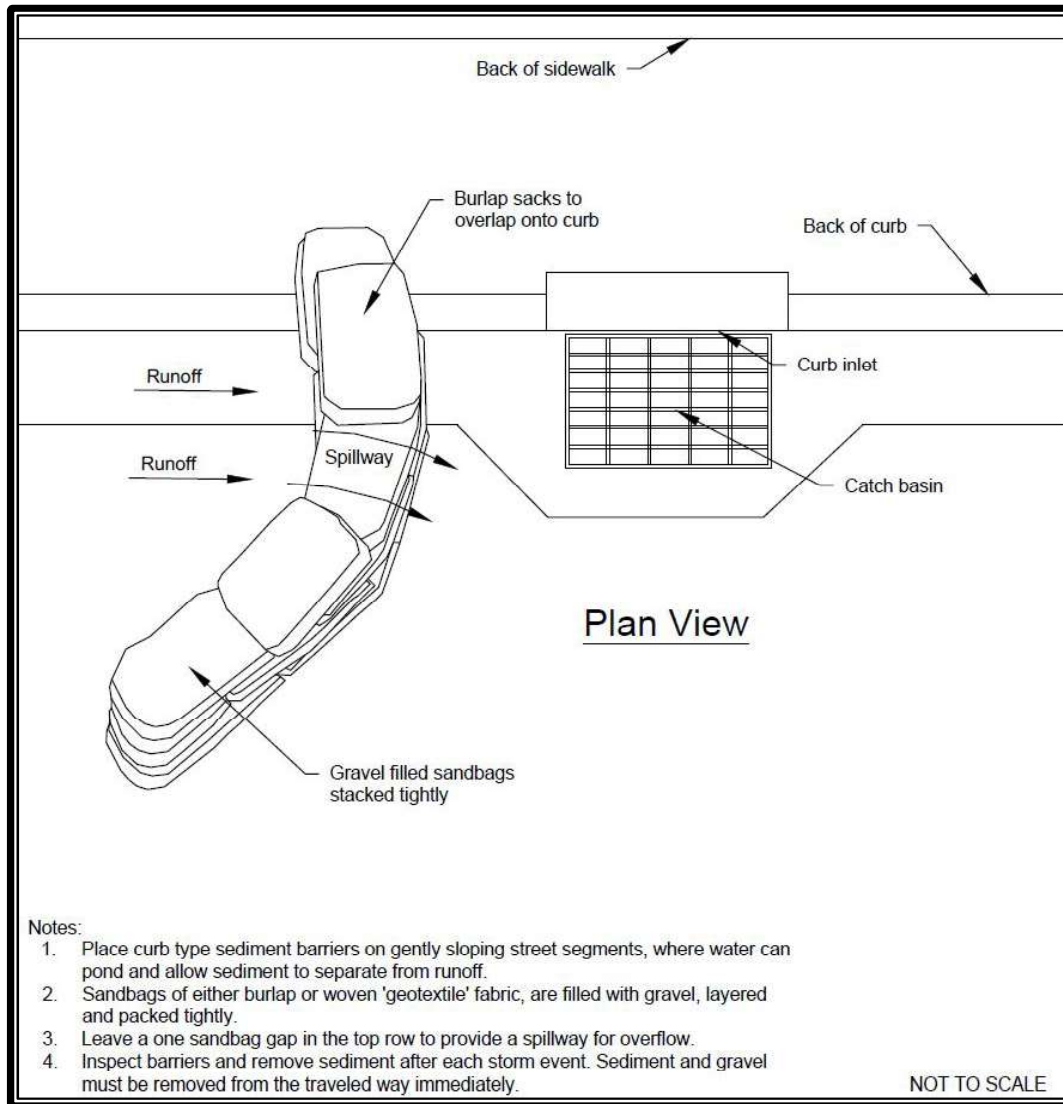
Source: WSDOT

**Figure 5.17. Catch Basin Filter Example.**



Source: Ecology

**Figure 5.18. Block and Gravel Curb Inlet Protection.**



Source: Ecology

**Figure 5.19. Curb and Gutter Barrier.**

**BMP C231: Brush Barrier*****Purpose***

The purpose of brush barriers is to reduce 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.

***Conditions of Use***

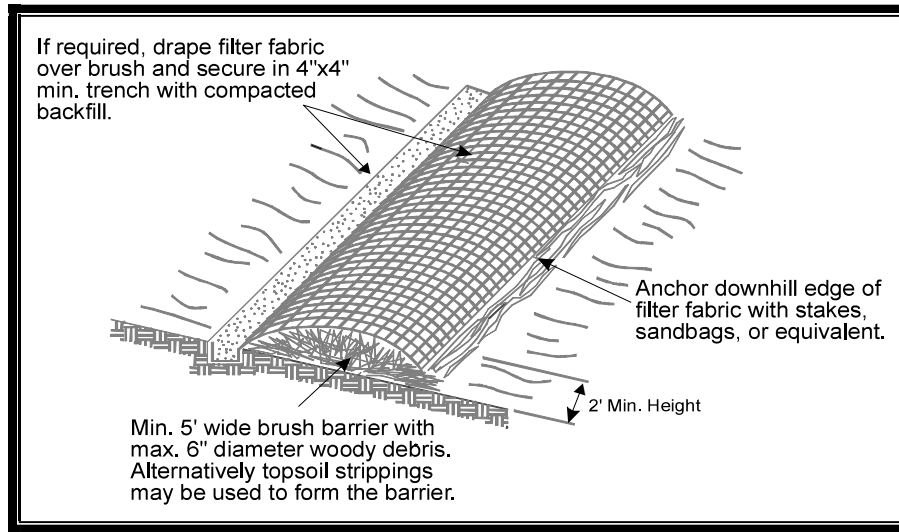
- Brush barriers may be used downslope of all disturbed areas of less than 0.25 acre.
- Brush barriers are not intended to treat concentrated flows, nor are they intended to treat substantial amounts of overland flow. Any concentrated flows must be conveyed through the drainage system to a sediment pond. The only circumstance in which overland flow can be treated solely by a brush barrier, rather than by a sediment pond, is when the area draining to the barrier is small.
- Brush barriers shall only be installed on contours.

***Design and Installation Specifications***

- Height 2 feet (minimum) to 5 feet (maximum).
- Width 5 feet at base (minimum) to 15 feet (maximum).
- Filter fabric (geotextile) may be anchored over the brush berm to enhance the filtration ability of the barrier. Ten-ounce burlap is an adequate alternative to filter fabric.
- Chipped site vegetation, wood-based mulch (hog fuel), or other suitable mulch material can be used to construct brush barriers.
- A 100 percent biodegradable installation can be constructed using 10-ounce burlap held in place by wooden stakes. Figure 5.20 depicts a typical brush barrier.

***Maintenance Standards***

- There shall be no signs of erosion or concentrated runoff under or around the barrier. If concentrated flows are bypassing the barrier, it must be expanded or augmented by toed-in filter fabric.
- The dimensions of the barrier must be maintained.



Source: Ecology

**Figure 5.20. Brush 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 5.22 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 trapping BMP.
- 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.

***Design and Installation Specifications***

- Use in combination with other construction stormwater 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 cubic feet per second.
- 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 5.11).

<b>Table 5.11. Geotextile Standards.</b>	
Polymeric Mesh AOS (ASTM D4751)	0.60 mm maximum for film wovens (U.S. #30 sieve) 0.30 mm maximum for all other geotextile types (U.S. #50 sieve) 0.15 mm minimum for all fabric types (U.S. #100 sieve)
Water Permittivity (ASTM D4491)	0.02 sec <sup>-1</sup> 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

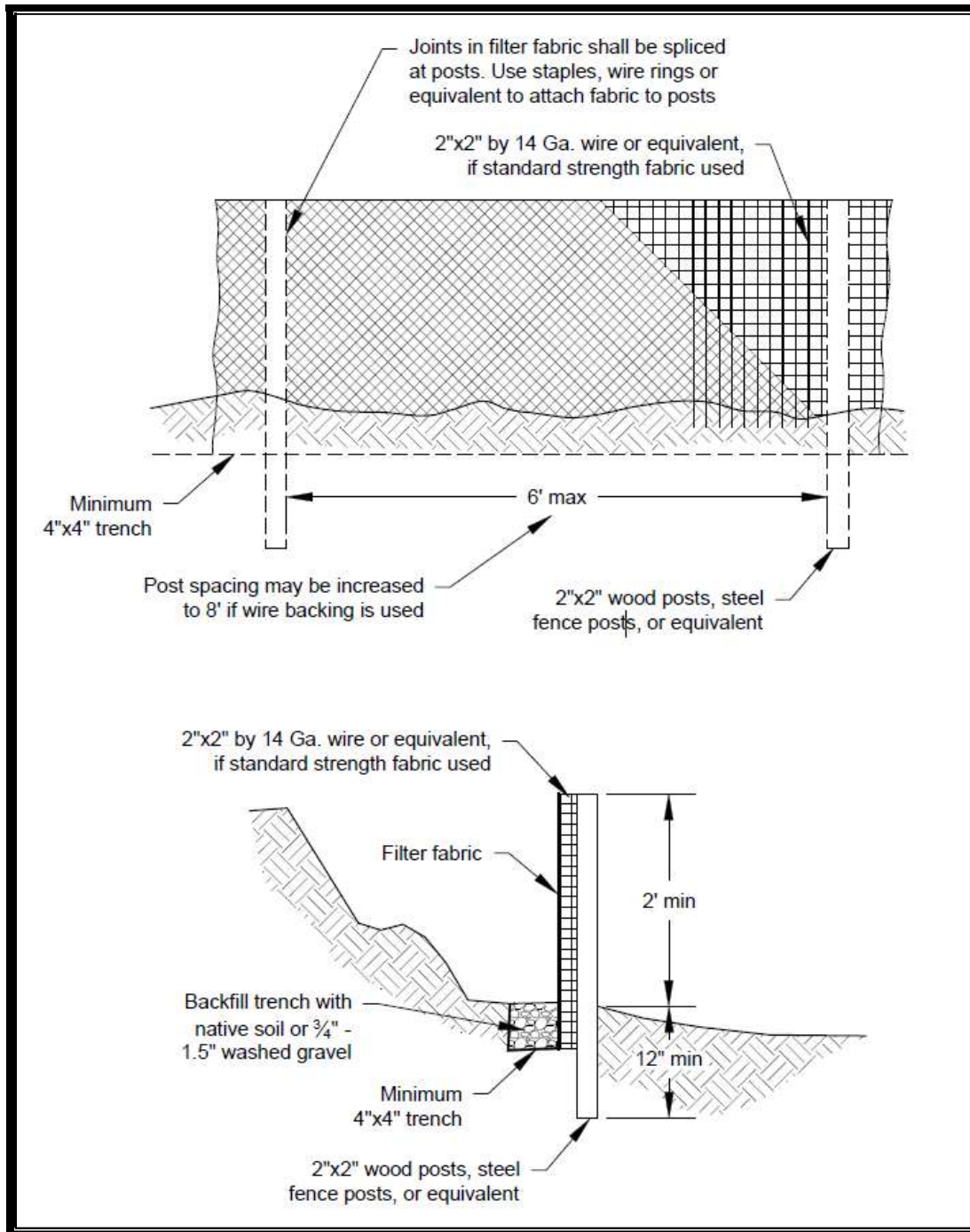
- Standard strength geotextiles must be supported with wire mesh, chicken wire, 2-inch by 2-inch wire, safety fence, or jute mesh to increase the strength of the fabric to the 180 lbs minimum threshold. Silt fence materials are available that have synthetic mesh backing attached.
- Silt fence material shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0°F to 120°F.
- Include the following standard notes for silt fence on construction plans and specifications:
  - The contractor shall install and maintain temporary silt fences at the locations shown in the plans.
  - Construct silt fences in areas of clearing, grading, or drainage prior to starting those activities.
  - The silt fence shall have a 2-foot minimum and 2.5-foot maximum height above the original ground surface.
  - The geotextile fabric shall be sewn together at the point of manufacture to form 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.
  - Attach the geotextile fabric on the upslope side of the posts and secure with staples, wire, or in accordance with the manufacturer's recommendations. Attach the geotextile fabric to the posts in a manner that reduces the potential for tearing.

- Support the geotextile 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 upslope side of the posts with the geotextile fabric upslope of the mesh.
- 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 pounds grab tensile strength. The polymeric mesh must be as resistant to the same level of ultraviolet radiation as the geotextile fabric it supports.
- Bury the bottom of the geotextile fabric 4 inches min. below the ground surface. Backfill and tamp soil in place over the buried portion of the geotextile fabric, so that no flow can pass beneath the fence and scouring cannot occur. The wire or polymeric mesh shall extend into the ground 3 inches min.
- Drive or place the fence posts into the ground 18 inches minimum. A 12-inch minimum 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.
- 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-inch by 2-inch minimum width and a 3-foot minimum length. Wood posts shall be free of defects such as knots, splits, or gouges.
  - No. 6 steel reinforcement bar 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 pounds/feet.
  - Other steel posts having equivalent strength and bending resistance to the post sizes listed above.
- 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.

- If the fence must cross contours, with the exception of the ends of the fence, place 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.
  - Check dams shall be approximately 1 foot deep at the back of the fence. 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.
  - Check dams shall consist of crushed surfacing base course, gravel backfill for walls, or shoulder ballast. Check dams shall be located every 10 feet along the fence where the fence must cross contours.
- Silt fence installation using the slicing method specification details follow. See also Figure 5.22:
  - The base of both end posts must be at least 2 to 4 inches above the top of the geotextile fabric on the middle posts for ditch check dams to drain properly. Use a hand level or string level, if necessary, to mark base points before installation.
  - Install posts 3 to 4 feet apart in critical retention areas and 6 to 7 feet apart in standard applications. Install posts 24 inches deep on the downstream side of the silt fence, and as close as possible to the geotextile fabric, enabling posts to support the geotextile fabric from upstream water pressure.
  - Install posts with the nipples facing away from the geotextile fabric.
  - Attach the geotextile fabric to each post with three ties, all spaced within the top 8 inches of the geotextile fabric. Attach each tie diagonally 45 degrees through the geotextile 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.
  - Wrap approximately 6 inches of geotextile fabric around the end posts and secure with three ties.
  - Between 24 and 28 inches of a 36-inch geotextile fabric is allowed above ground level, 8 to 12 inches must be buried.
- Compact the soil immediately next to the geotextile 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.
- Remove silt fence upon completion of construction.

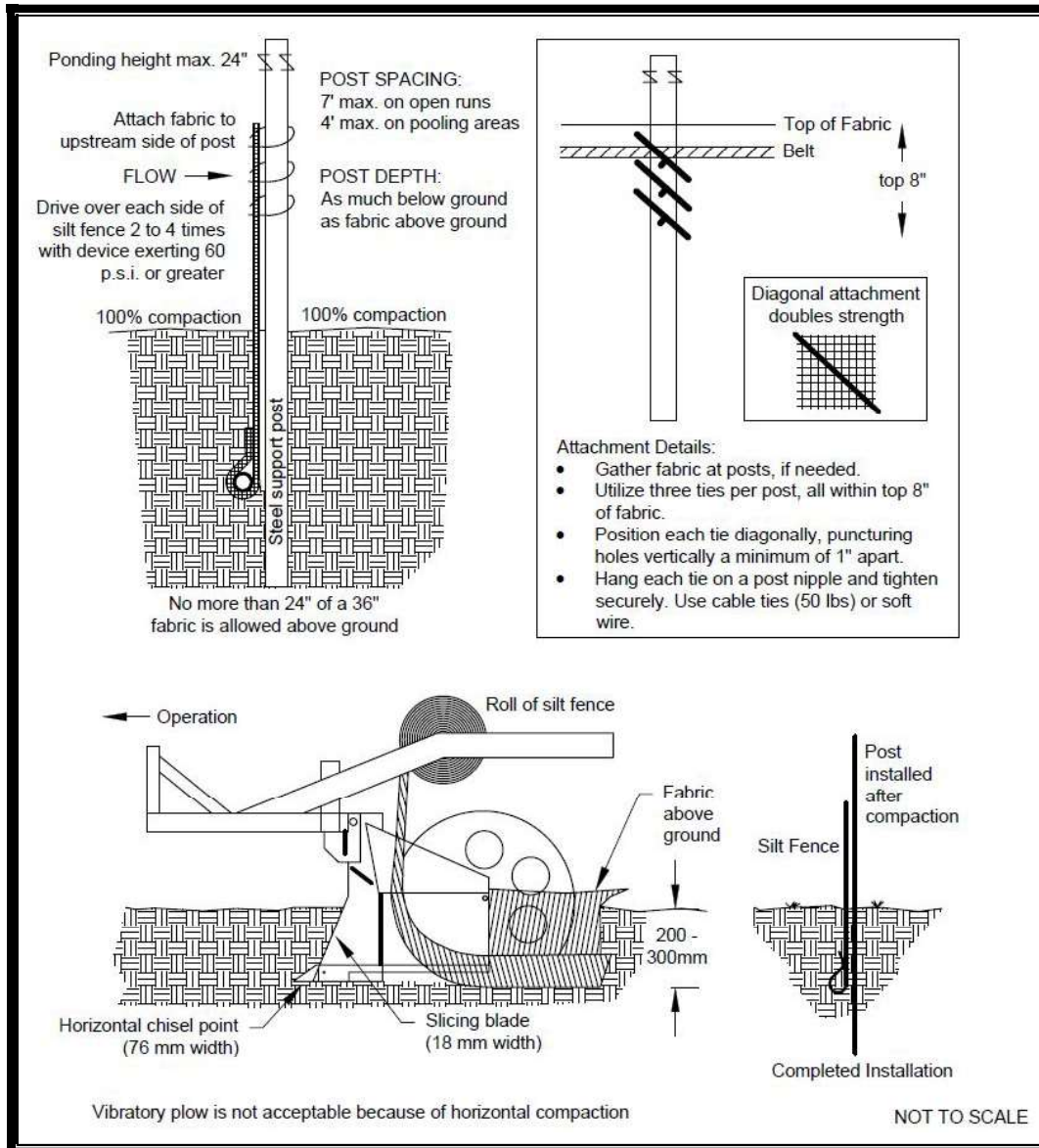
***Maintenance Standards***

- Repair any damage immediately.
- Intercept and convey all evident concentrated flows uphill of the silt fence to a sediment trapping BMP.
- Check the uphill side of the fence for signs of the silt 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 geotextile fabric that has deteriorated due to ultraviolet breakdown.



Source: Ecology

**Figure 5.22. Silt Fence.**



Source: Ecology

**Figure 5.23. Silt Fence Installation by Slicing Method.**

## C - Correspondence

- No correspondence records are pertinent to include at this time. Future correspondence from Jurisdictional, Environmental, or other interested parties may be entered in this section as needed.

# D - Site Inspection Form

# Construction Stormwater Site Inspection Form

Project Name \_\_\_\_\_ Permit # \_\_\_\_\_ Inspection Date \_\_\_\_\_ Time \_\_\_\_\_

Name of Certified Erosion Sediment Control Lead (CESCL) or qualified inspector if *less than one acre*

Print Name: \_\_\_\_\_

Approximate rainfall amount since the last inspection (in inches): \_\_\_\_\_

Approximate rainfall amount in the last 24 hours (in inches): \_\_\_\_\_

Current Weather Clear ☐ Cloudy ☐ Mist ☐ Rain ☐ Wind ☐ Fog ☐

A. Type of inspection: Weekly ☐ Post Storm Event ☐ Other ☐

## B. Phase of Active Construction (check all that apply):

Pre Construction/installation of erosion/sediment controls	<input type="checkbox"/>	Clearing/Demo/Grading	<input type="checkbox"/>	Infrastructure/storm/roads	<input type="checkbox"/>
Concrete pours	<input type="checkbox"/>	Vertical Construction/buildings	<input type="checkbox"/>	Utilities	<input type="checkbox"/>
Offsite improvements	<input type="checkbox"/>	Site temporary stabilized	<input type="checkbox"/>	Final stabilization	<input type="checkbox"/>

## C. Questions:

- |  |     |       |    |       |
|--|-----|-------|----|-------|
| 1. Were all areas of construction and discharge points inspected?  | Yes | _____ | No | _____ |
| 2. Did you observe the presence of suspended sediment, turbidity, discoloration, or oil sheen            | Yes | _____ | No | _____ |
| 3. Was a water quality sample taken during inspection? ( <i>refer to permit conditions S4 &amp; S5</i> ) | Yes | _____ | No | _____ |
| 4. Was there a turbid discharge 250 NTU or greater, or Transparency 6 cm or less?*                       | Yes | _____ | No | _____ |
| 5. If yes to #4 was it reported to Ecology?  | Yes | _____ | No | _____ |
| 6. Is pH sampling required? pH range required is 6.5 to 8.5.   | Yes | _____ | No | _____ |

If answering yes to a discharge, describe the event. Include when, where, and why it happened; what action was taken, and when.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*If answering yes to # 4 record NTU/Transparency with continual sampling daily until turbidity is 25 NTU or less/ transparency is 33 cm or greater.

Sampling Results: \_\_\_\_\_ Date: \_\_\_\_\_

Parameter	Method (circle one)	Result			Other/Note
		NTU	cm	pH	
Turbidity	tube, meter, laboratory				
pH	Paper, kit, meter				

# Construction Stormwater Site Inspection Form

D. Check the observed status of all items. Provide "Action Required" details and dates.

Element #	Inspection	BMPs Inspected			BMP needs maintenance	BMP failed	Action required (describe in section F)
		yes	no	n/a			
1 Clearing Limits	Before beginning land disturbing activities are all clearing limits, natural resource areas (streams, wetlands, buffers, trees) protected with barriers or similar BMPs? (high visibility recommended)						
2 Construction Access	Construction access is stabilized with quarry spalls or equivalent BMP to prevent sediment from being tracked onto roads?						
	Sediment tracked onto the road way was cleaned thoroughly at the end of the day or more frequent as necessary.						
3 Control Flow Rates	Are flow control measures installed to control stormwater volumes and velocity during construction and do they protect downstream properties and waterways from erosion?						
	If permanent infiltration ponds are used for flow control during construction, are they protected from siltation?						
4 Sediment Controls	All perimeter sediment controls (e.g. silt fence, wattles, compost socks, berms, etc.) installed, and maintained in accordance with the Stormwater Pollution Prevention Plan (SWPPP).						
	Sediment control BMPs (sediment ponds, traps, filters etc.) have been constructed and functional as the first step of grading.						
	Stormwater runoff from disturbed areas is directed to sediment removal BMP.						
5 Stabilize Soils	Have exposed un-worked soils been stabilized with effective BMP to prevent erosion and sediment deposition?						

# Construction Stormwater Site Inspection Form

Element #	Inspection	BMPs Inspected			BMP needs maintenance	BMP failed	Action required (describe in section F)
		yes	no	n/a			
5 Stabilize Soils Cont.	Are stockpiles stabilized from erosion, protected with sediment trapping measures and located away from drain inlet, waterways, and drainage channels?						
	Have soils been stabilized at the end of the shift, before a holiday or weekend if needed based on the weather forecast?						
6 Protect Slopes	Has stormwater and ground water been diverted away from slopes and disturbed areas with interceptor dikes, pipes and or swales?						
	Is off-site storm water managed separately from stormwater generated on the site?						
	Is excavated material placed on uphill side of trenches consistent with safety and space considerations?						
	Have check dams been placed at regular intervals within constructed channels that are cut down a slope?						
7 Drain Inlets	Storm drain inlets made operable during construction are protected.						
	Are existing storm drains within the influence of the project protected?						
8 Stabilize Channel and Outlets	Have all on-site conveyance channels been designed, constructed and stabilized to prevent erosion from expected peak flows?						
	Is stabilization, including armoring material, adequate to prevent erosion of outlets, adjacent stream banks, slopes and downstream conveyance systems?						
9 Control Pollutants	Are waste materials and demolition debris handled and disposed of to prevent contamination of stormwater?						
	Has cover been provided for all chemicals, liquid products, petroleum products, and other material?						
	Has secondary containment been provided capable of containing 110% of the volume?						
	Were contaminated surfaces cleaned immediately after a spill incident?						
	Were BMPs used to prevent contamination of stormwater by a pH modifying sources?						

# Construction Stormwater Site Inspection Form

Element #	Inspection	BMPs Inspected			BMP needs maintenance	BMP failed	Action required (describe in section F)
		yes	no	n/a			
9 Cont.	Wheel wash wastewater is handled and disposed of properly.						
10 Control Dewatering	Concrete washout in designated areas. No washout or excess concrete on the ground.						
	Dewatering has been done to an approved source and in compliance with the SWPPP.						
	Were there any clean non turbid dewatering discharges?						
11 Maintain BMP	Are all temporary and permanent erosion and sediment control BMPs maintained to perform as intended?						
12 Manage the Project	Has the project been phased to the maximum degree practicable?						
	Has regular inspection, monitoring and maintenance been performed as required by the permit?						
	Has the SWPPP been updated, implemented and records maintained?						
13 Protect LID	Is all Bioretention and Rain Garden Facilities protected from sedimentation with appropriate BMPs?						
	Is the Bioretention and Rain Garden protected against over compaction of construction equipment and foot traffic to retain its infiltration capabilities?						
	Permeable pavements are clean and free of sediment and sediment laden-water runoff. Muddy construction equipment has not been on the base material or pavement.						
	Have soiled permeable pavements been cleaned of sediments and pass infiltration test as required by stormwater manual methodology?						
	Heavy equipment has been kept off existing soils under LID facilities to retain infiltration rate.						

**E. Check all areas that have been inspected. ✓**

All in place BMPs ☐ All disturbed soils ☐ All concrete wash out area ☐ All material storage areas ☐  
 All discharge locations ☐ All equipment storage areas ☐ All construction entrances/exits ☐

## Construction Stormwater Site Inspection Form

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F. Elements checked "Action Required" (section D) describe corrective action to be taken. List the element number; be specific on location and work needed. Document, initial, and date when the corrective action has been completed and inspected.

Element #	Description and Location	Action Required	Completion Date	Initials

*Attach additional page if needed*

**Sign the following certification:**

"I certify that this report is true, accurate, and complete, to the best of my knowledge and belief"

Inspected by: (print) \_\_\_\_\_ (Signature) \_\_\_\_\_ Date: \_\_\_\_\_

Title/Qualification of Inspector: \_\_\_\_\_

# E - Construction Stormwater General Permit (CSWGP)

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**STATE OF WASHINGTON**  
**DEPARTMENT OF ECOLOGY**

PO Box 47600, Olympia, WA 98504-7600 • 360-407-6000

April 13, 2023

Ryan Jewell  
City of Lacey  
420 College St SW  
Lacey, WA 98503-1238

**RE: Coverage under the Construction Stormwater General Permit**

<b>Permit number:</b>	<b>WAR312370</b>
<b>Site Name:</b>	<b>Westminster Pond Rehabilitation</b>
<b>Location:</b>	<b>4713 &amp; 4705 8<sup>th</sup> Ave NE</b>
	<b>Lacey, WA County: Thurston</b>
<b>Disturbed Acres:</b>	<b>0.27</b>

Dear Ryan Jewell:

The Washington State Department of Ecology (Ecology) received your Notice of Intent for coverage under Ecology's Construction Stormwater General Permit (CSWGP). This is your permit coverage letter. Your permit coverage is effective April 13, 2023.

Retain this letter as an official record of permit coverage for your site. You may keep your records in electronic format if you can easily access them from your construction site. You can get the CSWGP, permit forms, and other information at Ecology's [CSWGP eCoverage Packet webpage](#)<sup>1</sup>. Contact your Permit Administrator, listed below, if you want a copy of the CSWGP mailed to you. Please read the permit and contact Ecology if you have any questions.

**Electronic Discharge Monitoring Reports (WQWebDMR)**

This permit requires you to submit monthly discharge monitoring reports (DMRs) for the full duration of permit coverage (from the first full month of coverage to termination). Your first sampling and reporting period will be for the month of **May 2023** and your first DMR must be submitted by **June 15, 2023**.

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<sup>1</sup> <http://www.ecology.wa.gov/eCoverage-packet>

You must submit your DMRs electronically using Ecology's secure online system, WQWebDMR. To sign up for WQWebDMR go to Ecology's [WQWebPortal guidance webpage](#)<sup>2</sup>. If you have questions, contact the portal staff at (360) 407-7097 (Olympia area), or (800) 633-6193/Option 3, or email [WQWebPortal@ecy.wa.gov](mailto:WQWebPortal@ecy.wa.gov).

### **Appeal Process**

You have a right to appeal coverage under the general permit to the Pollution Control Hearing Board (PCHB). Appeals must be filed within 30 days of the date of receipt of this letter. Any appeal is limited to the general permit's applicability or non-applicability to a specific discharger. The appeal process is governed by chapter 43.21B RCW and chapter 371-08 WAC. "Date of receipt" is defined in RCW 43.21B.001(2). For more information regarding your right to appeal, please reference Ecology's Focus Sheet: [Appeal of General Permit Coverage](#)<sup>3</sup>.

### **Annual Permit Fees**

RCW 90.48.465 requires Ecology to recover the costs of managing the permit program. Permit fees are invoiced annually until the permit is terminated. Termination conditions are described in the permit. For permit fee related questions, please contact the Water Quality Fee Unit at [wqfeeunit@ecy.wa.gov](mailto:wqfeeunit@ecy.wa.gov) or (800) 633-6193/Option 2.

### **Ecology Field Inspector Assistance**

If you have questions regarding stormwater management at your construction site, please contact your Regional Inspector, Jacob Neuharth of Ecology's Southwest Regional Office in Lacey at [jacob.neuharth@ecy.wa.gov](mailto:jacob.neuharth@ecy.wa.gov) or (360) 742-9751

### **Questions or Additional Information**

Ecology is here to help. Please review our [Construction Stormwater General Permit webpage](#)<sup>4</sup> for more information. If you have questions about the Construction Stormwater General Permit, please contact your Permit Administrator, Josh Klimek at [josh.klimek@ecy.wa.gov](mailto:josh.klimek@ecy.wa.gov), or (360) 407-7451.

Sincerely,



Jeff Killelea, Manager  
Program Development Services Section  
Water Quality Program

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<sup>2</sup> <https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Water-quality-permits-guidance/WQWebPortal-guidance>

<sup>3</sup> <https://apps.ecology.wa.gov/publications/summarypages/1710007.html>

<sup>4</sup> [www.ecology.wa.gov/constructionstormwaterpermit](http://www.ecology.wa.gov/constructionstormwaterpermit)

# F - 303(d) List Waterbodies / TMDL Waterbodies Information

- TMDL Report (Optional)

# G - Contaminated Site Information

- There are no known contaminated soils or waters present on the site.