



## **WOODLAND CREEK OIL WATER SEPARATOR**

LACEY CONTRACT NUMBER PW 2023-03

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City of Lacey PW# 2023-03  
Woodland Creek Oil Water Separator

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

**LACEY PROJECT NUMBER PW 2023-03**

***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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# 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 **Woodland Creek Oil Water Separator** 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

## Woodland Creek Stormwater Treatment Facility Oil Water Separator Replacement

Lacey Contract Number: PW 2023-03

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	110-010	Project Temporary Traffic Control	LUMP SUM	
A4	1	LS	201-010	Clearing and Grubbing	LUMP SUM	
A5	1	LS	202-510	Removal of Structures and Obstructions	LUMP SUM	
A6	1	LS	202-520	Special Removal of Structures and Obstructions	LUMP SUM	
A7	1	LS	205-510	Trench Safety System	LUMP SUM	
A8	5000	FA	214-506	Dewatering	\$1.00	\$5,000.00
A9	80	TN	404-020	Crushed Surfacing Top Course		
A10	22	TN	504-011	HMA Cl. 1/2" PG 58H-22		
A11	42	LF	704-524	24 Inch Diameter Storm Sewer Pipe		
A12	1	EA	704-950	Connect to Existing Storm Main		
A13	1	EA	704-951	Connect to Existing Manhole		
A14	1	EA	705-248	Catch Basin Type 2 - 48 In. Diam.		
A15	1	EA	705-997	Inline Storm Water Treatment Device		
A16	32	TN	708-610	Bank Run Gravel for Trench Backfill		
A17	37	TN	708-620	Imported Pipe Bedding		
A18	1	LS	801-680	Erosion/Water Pollution Control	LUMP SUM	
A19	1	LS	805-510	Lawn and Landscape Restoration	LUMP SUM	
A20	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 Woodland Creek Oil Water Separator.

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 2023-03 for the “*Woodland Creek Oil Water Separator*” project in the sum of \_\_\_\_\_ Dollars (\$) 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 **Woodland Creek Oil Water Separator**, Project No. **#2023-03** 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 installation of one (1) storm water treatment device (SWTD), one (1) type 2 48-inch catch basin, and approximately 42 LF of 24-inch Storm Sewer Pipe in 7<sup>th</sup> Avenue Southeast, upstream of the Woodland Creek Stormwater Treatment Facility. Work to include the decommissioning of one (1) oil water separator, two (2) type 1 48-inch manholes, approximately 42 LF of 24-inch storm sewer pipe, approximately 18 LF of 12-inch storm sewer pipe, 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.

#### **1-02.2 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**

(March 3, 2022 Lacey GSP)

Supplement the second paragraph with the following:

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

Delete the last two paragraphs, and replace it with the following:

The Bidder shall submit a completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency. Failure to return this certification within 24 hours of the bid opening will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

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

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

A bid by a partnership shall be executed in the partnership name, and signed by a partner.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture.

#### **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**

### **1-03.3 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).

#### **1-03.4(1) Retainage in Lieu of Contract Bond** **(May 17, 2018 APWA GSP)**

Add the following new section:

For contracts of \$150,000 or less, the Contractor may, at the Contractor's option, authorize the Contracting Agency to retain 10% of the contract amount in lieu of furnishing a performance and/or

payment bond. If the Contractor elects this option, the retainage shall be held for a period of thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the Departments of Revenue and of Labor and Industries and settlement of any liens filed under RCW 60.28, whichever is later. The Contractor must advise the Contracting Agency in writing of the Contractor's election to authorize retainage in lieu of a bond, at the time of execution of the Contract.

In choosing this option, the Contractor agrees that if the Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, and shall faithfully perform all the provisions of such contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at the time and in the manner therein specified, and shall pay all laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or her part, and shall indemnify and save harmless the Contracting Agency, its officers and agents from any claim for such payment, then the funds retained in lieu of a performance bond shall be released at the time provided above; otherwise, the funds shall be retained until the Contractor fulfills the said obligations.

### **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 22, 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 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** **(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

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.

#### **1-06.6 Recycled Materials** **(January 4, 2016 APWA GSP)**

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

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

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

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

#### **1-07.1 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	WAR312371

### **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**

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

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. The SPCC Plan shall address the requirements of LMC 14.36.160.

#### **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

### **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**

### **1-07.23(1) Construction Under Traffic**

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

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

Lane closures are not allowed on any of the following:

1. A holiday,
2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday.

The proposed work requires the closure of both lanes within the private drive. Closure of lanes shall last no longer than 7 calendar days. Once access disturbing work has begun, the contractor shall work a full day (8-hours) every day until the road is closed and drivable, including weekends as necessary.

The Contractor shall inform residents of planned loss of access 72 hours prior to access disturbing activity. Impacted residents shall be directed to park in the residents temporary parking area as shown on the Resident Parking Plan in Appendix B.

### **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 these 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.

All open excavation areas shall be fenced off during non-working hours.

The proposed work requires the closure of both lanes within the private drive. Closure of lanes shall last no longer than 7 calendar days. Once access disturbing work has begun, the contractor shall work a full day (8-hours) every day until the road is closed and drivable, including weekends as necessary.

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

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

This project shall be physically completed within 30 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 3030-6-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.

### **1-09.9 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**

**(November 30, 2018 APWA GSP)**

Revise this section to read:

For the convenience of the parties to the Contract it is mutually agreed by the parties that any 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 any 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 any such claims or causes of action. It is further mutually agreed by the parties that when any 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 any 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** **(January 19, 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 any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

## **1-10      TEMPORARY TRAFFIC CONTROL**

### **1-10.1      General** **(January 3, 2017 Lacey GSP)**

Supplement this section with the following:

Delays to traffic shall be held to a minimum. There shall be no restrictions or interruptions to traffic on Saturdays, Sundays or Holidays. In addition, there shall be no restrictions or interruptions to traffic after 12:00 noon on the day prior to a holiday or holiday weekend.

There shall be no delay to medical, fire, police, or other emergency vehicles with flashing lights or sirens. The Contractor shall alert all flaggers and personnel of this requirement.

The Contractor shall be responsible for removing the permanent traffic signs, as deemed necessary by the Engineer, and shall install and maintain any temporary signs necessary for the safety of the public.

The Contractor shall maintain pedestrian access at all times, without having pedestrians enter the travel lane.

All lane restrictions shall be held to a minimum time and length. Lane closures shall comply with the traffic control plans and these specifications. If the Contractor wishes to deviate from the plans, the Contractor shall submit a traffic control plan to the Engineer, at no additional cost, that complies with the MUTCD, and the Traffic Control Plans, for approval by the Engineer within (5) five working days before the proposed lane closure. If the Engineer determines that lane restrictions are causing congestion, the Contractor will be required to open any lanes, as determined by the Engineer, until the congestion is eliminated.

During non-working hours, Saturdays, Sundays, and Holidays, the Contractor shall keep all lanes open to traffic throughout the limits of the project with the lane and sidewalk area completely clear of all material, tools, personnel, and equipment as directed by the Engineer.

## **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:

Valves and Valve Boxes	Refuse
Pavement	Storm Sewer Pipe
Concrete	Fencing
Catch Basins	Manholes
Roadside Cleanup	Rocks and Stumps

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

The Work also includes the backfilling of trenches, holes, or pits that result from such removal as shown on the plans.

The Contractor shall notify property owners/residents prior to all work impacting 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, catch basins, manholes, valves, storm pipe, and oil water separators shall be removed entirely.

Where shown on the plans, catch basins, manholes, and inlets may be removed to a point 5 feet below the subgrade and the cavity filled with gravel borrow compacted to 95% of maximum density. Where existing pipe is to be abandoned, the Contractor shall seal the pipe with commercial concrete.

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

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

Supplement this section with the following:

In removing pavement, sidewalks, and curbs, the Contractor shall:

1. Mark all cut lines in the field and have the Engineer approve them prior to commencing cutting operations. The Engineer reserves the right to adjust removal to the nearest construction joint.
2. Make a vertical saw cut between any existing pavement, sidewalk, or curb that is to remain and the portion to be removed.
3. All sawcuts shall be continuous and made with saws designed specifically for this purpose; no skip cutting, wheel cutting, or jack hammering will be allowed unless given prior approval by the Engineer.
4. Replace at no expense to the Contracting Agency any pavement designated to remain that is damaged during the removal of other pavement. All damaged sidewalks and curbs shall be replaced to the nearest existing joint.
5. Haul all broken-up pieces of pavement, sidewalks, and curbs to an off-project disposal site.

All transitions to existing asphalt or cement concrete driveways, parking lots, curb and gutter and walkways shall be vertically sawcut full-depth with straight, uniform edges. Existing asphalt pavement roadway edge may be cut with a wheel, provided the wheel cut is full depth and no damage occurs to the pavement which is to remain. Neither impact tools nor pavement breakers may be used for trench crossing of existing pavement. Trench crossing of existing pavement shall be vertically sawcut.

When sawcutting the existing roadway is needed to widen the road to perform excavation, the Contractor shall take extra precaution to make a neat, uniform cut, and shall sawcut pavement to full depth, regardless of number of passes necessary. Compaction of asphalt near the sawcut is critical and a vertical, neat line sawcut is required. If in the opinion of the Engineer, the cut is not satisfactory due to Contractor's workmanship or equipment, or if the sawcut becomes damaged and irregular, the Contractor shall fix the problem to the satisfaction of the Engineer, at Contractor's own expense.

Existing asphalt pavement shall be expected to have a 12-inch thickness. No additional compensation for saw cutting shall be considered unless the depth of the total pavement is greater than 12 inches.

The Contractor may grind the existing pavement in lieu of excavation and haul. Spoils from grinding can be stockpiled and used and paid for per sections 4-04.3(12), 4-04.4 and 4-04.5. If the Contractor elects to grind and stockpile the existing pavement, all costs and expenses necessary to furnish all labor, equipment, tools and materials shall be incidental to other bid items and no additional compensation will be allowed.

## **2-02.3(4) Special Removal of Structures and Obstructions**

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

This Work includes the abandonment of the existing oil-water separator vault as described in the Plans and Specifications. This includes, but is not limited to: The removal of all manholes and risers, the dewatering and disposal of all material within the vault, removal and disposal of the coalescing plates and all other internal appurtenances, the perforating of the vault bottom, the removal of the vault lid, and the backfilling and compaction of the vault. The Contractor shall be responsible for properly disposing of all resulting material. For abandonment, all County and State requirements shall be met. All abandonments shall be done after all new mains are installed unless authorized by the Engineer.

The Contractor shall notify property owners/residents a minimum of 3 days before any work.

## **2-02.5 Payment**

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

Delete this section and replace with the following:

“Removal of Structures and Obstructions”, lump sum.

“Special 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**

### **2-03.3(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)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.

## **2-05 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.

## **2-09 STRUCTURE EXCAVATION**

### **2-09.5 Payment**

(October 16, 2009 Lacey GSP)

Modify this section with the following:

Structure Excavation Including Haul, and Shoring or Extra Excavation shall be incidental to the structure to be constructed unless a bid item is provided.

## **2-14 DEWATERING**

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

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 removing water within the existing oil water separator and diverting or removing both groundwater and surface water from excavation areas.

### **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 work 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.

## **5-04 HOT MIX ASPHALT**

### **5-04.1 Description**

(July 18, 2018 APWA GSP)

Delete this entire section and replace it with the following:

This Work shall consist of providing and placing one or more layers of plant-mixed hot mix asphalt (HMA) on a prepared foundation or base in accordance with these Specifications and the lines, grades, thicknesses, and typical cross-sections shown in the Plans. The manufacture of HMA may include warm mix asphalt (WMA) processes in accordance with these Specifications. WMA processes include organic additives, chemical additives, and foaming.

HMA shall be composed of asphalt binder and mineral materials as may be required, mixed in the proportions specified to provide a homogeneous, stable, and workable mixture.

### **5-04.2 Materials**

(July 18, 2018 APWA GSP)

Materials shall meet the requirements of the following sections:

Asphalt Binder	9-02.1(4)
Cationic Emulsified Asphalt	9-02.1(6)
Anti-Stripping Additive	9-02.4
HMA Additive	9-02.5
Aggregates	9-03.8
Recycled Asphalt Pavement	9-03.8(3)B
Mineral Filler	9-03.8(5)
Recycled Material	9-03.21
Portland Cement	9-01
Sand	9-03.1(2)
(As noted in 5-04.3(5)C for crack sealing)	
Joint Sealant	9-04.2
Foam Backer Rod	9-04.2(3)A

The Contract documents may establish that the various mineral materials required for the manufacture of HMA will be furnished in whole or in part by the Contracting Agency. If the documents do not establish the furnishing of any of these mineral materials by the Contracting Agency, the Contractor shall be

required to furnish such materials in the amounts required for the designated mix. Mineral materials include coarse and fine aggregates, and mineral filler.

The Contractor may choose to utilize recycled asphalt pavement (RAP) in the production of HMA. The RAP may be from pavements removed under the Contract, if any, or pavement material from an existing stockpile.

The Contractor may use up to 20 percent RAP by total weight of HMA with no additional sampling or testing of the RAP. The RAP shall be sampled and tested at a frequency of one sample for every 1,000 tons produced and not less than ten samples per project. The asphalt content and gradation test data shall be reported to the Contracting Agency when submitting the mix design for approval on the QPL. The Contractor shall include the RAP as part of the mix design as defined in these Specifications.

The grade of asphalt binder shall be as required by the Contract. Blending of asphalt binder from different sources is not permitted.

The Contractor may only use warm mix asphalt (WMA) processes in the production of HMA with 20 percent or less RAP by total weight of HMA. The Contractor shall submit to the Engineer for approval the process that is proposed and how it will be used in the manufacture of HMA.

Production of aggregates shall comply with the requirements of Section 3-01.

Preparation of stockpile site, the stockpiling of aggregates, and the removal of aggregates from stockpiles shall comply with the requirements of Section 3-02.

#### **5-04.2(2) Mix Design – Obtaining Project Approval** **(July 18, 2018 APWA GSP)**

No paving shall begin prior to the approval of the mix design by the Engineer.

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

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Project Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Project Engineer. The Proposal quantity of HMA that is accepted by commercial evaluation will be excluded from the quantities used in the determination of nonstatistical evaluation.

Nonstatistical Mix Design. Fifteen days prior to the first day of paving the contractor shall provide one of the following mix design verification certifications for Contracting Agency review;

- The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or one of the mix design verification certifications listed below.
- The proposed HMA mix design on WSDOT Form 350-042 with the seal and certification (stamp & signature) of a valid licensed Washington State Professional Engineer.
- The Mix Design Report for the proposed HMA mix design developed by a qualified City or County laboratory that is within one year of the approval date.\*\*

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

Mix designs for HMA accepted by Nonstatistical evaluation shall;

- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and stripping are at the discretion of the Engineer, and 9-03.8(6).
- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with AASHTO T 283 or T 324, or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

At the discretion of the Engineer, agencies may accept verified mix designs older than 12 months from the original verification date with a certification from the Contractor that the materials and sources are the same as those shown on the original mix design.

**Commercial Evaluation** Approval of a mix design for “Commercial Evaluation” will be based on a review of the Contractor’s submittal of WSDOT Form 350-042 (For commercial mixes, AASHTO T 324 evaluation is not required) or a Mix Design from the current WSDOT QPL or from one of the processes allowed by this section. Testing of the HMA by the Contracting Agency for mix design approval is not required.

For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and design level of Equivalent Single Axle Loads (ESAL’s) appropriate for the required use.

#### **5-04.2(2) Mix Design – Obtaining Project Approval** **(January 3, 2011 WSDOT GSP)**

Section 5-04.2(2) is supplemented with the following

ESAL's

The number of ESAL's for the design and acceptance of the HMA shall be **1** million.

#### **5-04.2(2)A Changes to the Job Mix Formula**

Delete this section

#### **5-04.2(2)B Using Warm Mix Asphalt Processes** **(July 18, 2018 APWA GSP)**

The Contractor may elect to use additives that reduce the optimum mixing temperature or serve as a compaction aid for producing HMA. Additives include organic additives, chemical additives and foaming processes. The use of Additives is subject to the following:

- Do not use additives that reduce the mixing temperature more than allowed in Section 5-04.3(6) in the production of mixtures.
- Before using additives, obtain the Engineer’s approval using WSDOT Form 350-076 to describe the proposed additive and process.

#### **5-04.3 Construction Requirements**

##### **5-04.3(2) Paving Under Traffic** **(April 2, 2018 Lacey GSP)**

Delete this section and replace it with the following:

When the Roadway being paved is open to traffic, the requirements of this Section shall apply.

In hot weather, the Engineer may require the application of water to the pavement to accelerate the finish rolling of the pavement and to shorten the time required before reopening to traffic.

During paving operations, temporary pavement markings shall be maintained throughout the project. Temporary pavement markings shall be installed on the Roadway prior to opening to traffic. Temporary pavement markings shall be in accordance with Section 8-23.

The Contractor shall remove all pavement markings including paint, tape, thermoplastic and RPM's.

All costs in connection with performing the Work associated with these requirements shall be included in the unit Contract prices for the various Bid items involved in the Contract.

### **5-04.3(3)Equipment**

#### **5-04.3(3)A Mixing Plant** **(July 18, 2018 APWA GSP)**

Delete this section and replace it with the following:

Plants used for the preparation of HMA shall conform to the following requirements:

1. Equipment for Preparation of Asphalt Binder – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.
2. Thermometric Equipment – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.
3. Heating of Asphalt Binder – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.
4. Sampling and Testing of Mineral Materials – The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).
5. Sampling HMA – The HMA plant shall provide for sampling HMA by one of the following methods:

- a. A mechanical sampling device attached to the HMA plant.
- b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

### **5-04.3(3)B Hauling Equipment**

**(July 18, 2018 APWA GSP)**

Delete this section and replace it with the following:

Trucks used for hauling HMA shall have tight, clean, smooth metal beds and shall have a cover of canvas or other suitable material of sufficient size to protect the mixture from adverse weather. Whenever the weather conditions during the work shift include, or are forecast to include, precipitation or an air temperature less than 45°F or when time from loading to unloading exceeds 30 minutes, the cover shall be securely attached to protect the HMA.

The contractor shall provide an environmentally benign means to prevent the HMA mixture from adhering to the hauling equipment. Excess release agent shall be drained prior to filling hauling equipment with HMA. Petroleum derivatives or other coating material that contaminate or alter the characteristics of the HMA shall not be used. For live bed trucks, the conveyer shall be in operation during the process of applying the release agent.

### **5-04.3(3)C Pavers**

**(July 18, 2018 APWA GSP)**

Delete this section and replace it with the following:

HMA pavers shall be self-contained, power-propelled units, provided with an internally heated vibratory screed and shall be capable of spreading and finishing courses of HMA plant mix material in lane widths required by the paving section shown in the Plans.

The HMA paver shall be in good condition and shall have the most current equipment available from the manufacturer for the prevention of segregation of the HMA mixture installed, in good condition, and in working order. The equipment certification shall list the make, model, and year of the paver and any equipment that has been retrofitted.

The screed shall be operated in accordance with the manufacturer's recommendations and shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, segregating, or gouging the mixture. A copy of the manufacturer's recommendations shall be provided upon request by the Contracting Agency. Extensions will be allowed provided they produce the same results, including ride, density, and surface texture as obtained by the primary screed. Extensions without augers and an internally heated vibratory screed shall not be used in the Traveled Way.

When specified in the Contract, reference lines for vertical control will be required. Lines shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal control utilizing the reference line will be permitted. The grade and slope for intermediate lanes shall be controlled automatically from reference lines or by means of a mat referencing device and a slope control device. When the finish of the grade prepared for paving is superior to the established tolerances and when, in the opinion of the Engineer, further improvement to the line, grade, cross-section, and smoothness can best be achieved without the use of the reference line, a mat referencing device may be substituted for the reference line. Substitution of the device will be subject to the continued approval of the Engineer. A joint matcher may be used subject to the approval of the Engineer. The reference line may be removed after the completion of the first course of HMA when approved by the Engineer. Whenever the Engineer determines that any

of these methods are failing to provide the necessary vertical control, the reference lines will be reinstalled by the Contractor.

The Contractor shall furnish and install all pins, brackets, tensioning devices, wire, and accessories necessary for satisfactory operation of the automatic control equipment.

If the paving machine in use is not providing the required finish, the Engineer may suspend Work as allowed by Section 1-08.6. Any cleaning or solvent type liquids spilled on the pavement shall be thoroughly removed before paving proceeds.

#### **5-04.3(3)D Material Transfer Device or Material Transfer Vehicle** **(April 2, 2018 Lacey GSP, Option 2)**

Delete this section and replace it with the following:

Use a material transfer device (MTD) or material transfer vehicle (MTV) to deliver the HMA from the hauling equipment to the paving machine for any lift in (or partially in) the top .30 feet of the pavement unless directed otherwise by the Engineer.

Use of an MTD/V is not required in the following locations:

- Irregularly shaped and minor areas

Where an MTD/V is required by the contract, the Engineer may approve paving without an MTD/V, at the request of the Contractor. The Engineer will determine if an equitable adjustment in cost or time is due.

The MTD/V shall mix the HMA after delivery by the hauling equipment and prior to laydown by the paving machine. Mixing of the HMA shall be sufficient to obtain a uniform temperature throughout the mixture. If a windrow elevator is used, the length of the windrow may be limited in urban areas or through intersections, at the discretion of the Engineer.

To be approved for use, an MTV:

1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.
2. Shall not be connected to the hauling vehicle or paver.
3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
4. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

To be approved for use, an MTD:

1. Shall be positively connected to the paver.
2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.
3. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.
4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

#### **5-04.3(3)E Rollers** **(July 18, 2018 APWA GSP)**

Delete this section and replace it with the following:

Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire type, in good condition and capable of reversing without backlash. Operation of the roller shall be in accordance with the

manufacturer's recommendations. When ordered by the Engineer for any roller planned for use on the project, the Contractor shall provide a copy of the manufacturer's recommendation for the use of that roller for compaction of HMA. The number and weight of rollers shall be sufficient to compact the mixture in compliance with the requirements of Section 5-04.3(10). The use of equipment that results in crushing of the aggregate will not be permitted. Rollers producing pickup, washboard, uneven compaction of the surface, displacement of the mixture or other undesirable results shall not be used.

#### **5-04.3(4) Preparation of Existing Surfaces**

(December 19, 2019 Lacey)

Delete this section and replace it with the following:

When the surface of the existing pavement or old base is irregular, the Contractor shall bring it to a uniform grade and cross-section as shown on the Plans or approved by the Engineer.

Preleveling of uneven or broken surfaces over which HMA is to be placed may be accomplished by using an asphalt paver, a motor patrol grader, or by hand raking, as approved by the Engineer.

Compaction of preleveling HMA shall be to the satisfaction of the Engineer and may require the use of small steel wheel rollers, plate compactors, or pneumatic rollers to avoid bridging across preleveled areas by the compaction equipment. Equipment used for the compaction of preleveling HMA shall be approved by the Engineer.

Before construction of HMA on an existing paved surface, the entire surface of the pavement shall be clean. All fatty asphalt patches, grease drippings, and other objectionable matter shall be entirely removed from the existing pavement. All pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement grindings, and other foreign matter. All holes and small depressions shall be filled with an appropriate class of HMA. The surface of the patched area shall be leveled and compacted thoroughly. Prior to the application of tack coat, or paving, the condition of the surface shall be approved by the Engineer.

A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA is to be placed or abutted. Tack coat shall be uniformly applied to cover the existing pavement with a thin film of residual asphalt free of streaks and bare spots at a rate between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of application shall be approved by the Engineer. A heavy application of tack coat shall be applied to all joints. For Roadways open to traffic, the application of tack coat shall be limited to surfaces that will be paved during the same working shift. The spreading equipment shall be equipped with a thermometer to indicate the temperature of the tack coat material.

Equipment shall not operate on tacked surfaces until the tack has broken and cured. If the Contractor's operation damages the tack coat it shall be repaired prior to placement of the HMA.

The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h emulsified asphalt may be diluted once with water at a rate not to exceed one part water to one part emulsified asphalt. The tack coat shall have sufficient temperature such that it may be applied uniformly at the specified rate of application and shall not exceed the maximum temperature recommended by the emulsified asphalt manufacturer

All vegetation including root structures and moss shall be removed in their entirety within the paved areas including adjoining curbs, gutters, and sidewalks. Further, all vegetation overgrowth shall be trimmed and removed 6 inches from back of proposed HMA edge limits as directed by the Engineer.

Driveway preparation shall include saw cutting, cutting, filling, and grading the transitional area required to provide a HMA approach between the edge of pavement and driveway regardless of the existing surface treatment or width. The Engineer shall mark in the field where the asphalt or concrete shall be sawcut. Typical driveway aprons for paved/concrete driveways are 18" unless shown longer on the plans. Typical driveway aprons for gravel driveways are 48" unless shown longer in the plans. All material that must be removed from the driveway shall be hauled and disposed off the project site. All imported material required to grade and compact driveway bases shall be paid for by the unit bid item "Crushed Surfacing Top Course." All driveways shall require preparation. Temporary access shall be provided for all driveways prior to paving. There shall be no additional compensation for those driveways requiring more preparation than others.

Shoulder preparation shall include cutting, filling, and grading the shoulder to ensure a uniform, longitudinal pavement edge. Maximum distance shall be 12 inches from proposed edge of pavement surface to a maximum depth of 6 inches from edge of roadway finish grade. Backfill requirements beyond these limits shall be repaired at the Contractor's expense. All grading within drainage ditches or swales to establish or maintain existing flowlines shall also be included in shoulder preparation.

All excess asphalt joint filler shall be completely removed and all premolded and rubberized joint filler shall be removed to a minimum 1/2 inch below the surface of the existing pavement.

#### **5-04.3(5) Producing/Stockpiling Aggregates, RAP, & RAS**

Delete this section and replace it with the following:

#### **5-04.3(5) Producing/Stockpiling Aggregates and RAP**

[\(October 30, 2018 Lacey GSP\)](#)

If Recycled asphalt pavement (RAP) is allowed per section 5-04.2, aggregates and RAP shall be stockpiled according to the requirements of Section 3-02. Sufficient storage space shall be provided for each size of aggregate and RAP. Materials shall be removed from stockpile(s) in a manner to ensure minimal segregation when being moved to the HMA plant for processing into the final mixture. Different aggregate sizes shall be kept separated until they have been delivered to the HMA plant.

#### **5-04.3(5)A Stockpiling RAP or RAS for High RAP/Any RAS Mixes**

Delete this section

#### **5-04.3(6) Mixing**

[\(October 30, 2018 Lacey GSP\)](#)

Delete this section and replace it with the following:

After the required amount of mineral materials, asphalt binder, recycling agent and anti-stripping additives have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials is ensured.

When discharged, the temperature of the HMA shall not exceed the optimum mixing temperature by more than 25°F as shown on the reference mix design report or as approved by the Engineer. Also, when a WMA additive is included in the manufacture of HMA, the discharge temperature of the HMA shall not exceed the maximum recommended by the manufacturer of the WMA additive. A maximum water content of 2 percent in the mix, at discharge, will be allowed providing the water causes no problems with handling, stripping, or flushing. If the water in the HMA causes any of these problems, the moisture content shall be reduced as directed by the Engineer.

Storing or holding of the HMA in approved storage facilities will be permitted with approval of the Engineer, but in no event shall the HMA be held for more than 24 hours. HMA held for more than 24 hours after mixing shall be rejected. Rejected HMA shall be disposed of by the Contractor at no expense to the Contracting Agency. The storage facility shall have an accessible device located at the top of the cone or about the third point. The device shall indicate the amount of material in storage. No HMA shall be accepted from the storage facility when the HMA in storage is below the top of the cone of the storage facility, except as the storage facility is being emptied at the end of the working shift.

If Recycled asphalt pavement (RAP) is allowed per section 5-04.2, RAP utilized in the production of HMA shall be sized prior to entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is evidence of the recycled asphalt pavement not breaking down during the heating and mixing of the HMA, the Contractor shall immediately suspend the use of the RAP until changes have been approved by the Engineer. After the required amount of mineral materials, RAP, new asphalt binder and asphalt rejuvenator have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials, and RAP is ensured..

### **5-04.3(7) Spreading and Finishing** **(April 2, 2018 Lacey GSP)**

Delete this section and replace it with the following:

The mixture shall be laid upon an approved surface, spread, and struck off to the grade and elevation established. HMA pavers complying with Section 5-04.3(3) shall be used to distribute the mixture. Unless otherwise directed by the Engineer, the nominal compacted depth of any layer of any course shall not exceed the following:

HMA Class 1"	0.35 feet
HMA Class ¾" and HMA Class ½"	
wearing course	0.208 feet
other courses	0.25 feet
HMA Class ⅜"	0.17 feet

On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the paving may be done with other equipment or by hand.

When more than one JMF is being utilized to produce HMA, the material produced for each JMF shall be placed by separate spreading and compacting equipment. The intermingling of HMA produced from more than one JMF is prohibited. Each strip of HMA placed during a work shift shall conform to a single JMF established for the class of HMA specified unless there is a need to make an adjustment in the JMF.

The Contractor shall complete the first lift over the entire length of the project, before the final lift will be allowed to be installed.

If traffic signal loops are required, these loops shall be installed prior to the final lift.

### **5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA** **(July 18, 2018 APWA GSP)**

Delete this section and replace it with the following:

For HMA accepted by nonstatistical evaluation the aggregate properties of sand equivalent, uncompacted void content and fracture will be evaluated in accordance with Section 3-04. Sampling and testing of aggregates for HMA accepted by commercial evaluation will be at the option of the Engineer.

### **5-04.3(9) HMA Mixture Acceptance** **(July 18, 2018 APWA GSP)**

Delete this section and replace it with the following:

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

Nonstatistical evaluation will be used for the acceptance of HMA unless Commercial Evaluation is specified.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, temporary pavement, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Engineer.

The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Engineer and may be made in accordance with this section.

#### **HMA Tolerances and Adjustments**

1. Job Mix Formula Tolerances – The constituents of the mixture at the time of acceptance shall be within tolerance. The tolerance limits will be established as follows:

For Asphalt Binder and Air Voids (Va), the acceptance limits are determined by adding the tolerances below to the approved JMF values. These values will also be the Upper Specification Limit (USL) and Lower Specification Limit (LSL) required in Section 1-06.2(2)D2

Property	Non-Statistical Evaluation	Commercial Evaluation
Asphalt Binder	+/- 0.5%	+/- 0.7%
Air Voids, Va	2.5% min. and 5.5% max	N/A

For Aggregates in the mixture:

a. First, determine preliminary upper and lower acceptance limits by applying the following tolerances to the approved JMF.

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", ¾", ½", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/- 6%	+/- 8%
No. 8 Sieve	+/- 6%	+/- 8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

b. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.

2. Job Mix Formula Adjustments – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the

change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.

- a. Aggregates –2 percent for the aggregate passing the 1½", 1", ¾", ½", ⅜", and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).
- b. Asphalt Binder Content – The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent

#### **5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation** **(July 18, 2018 APWA GSP)**

Add the following new section:

HMA mixture which is accepted by Nonstatistical Evaluation will be evaluated by the Contracting Agency by dividing the HMA tonnage into lots.

#### **5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots** **(July 18, 2018 APWA GSP)**

Add the following new section:

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be equal to one day's production or 800 tons, whichever is less except that the final subplot will be a minimum of 400 tons and may be increased to 1200 tons.

All of the test results obtained from the acceptance samples from a given lot shall be evaluated collectively. If the Contractor requests a change to the JMF that is approved, the material produced after the change will be evaluated on the basis of the new JMF for the remaining sublots in the current lot and for acceptance of subsequent lots. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

Sampling and testing for evaluation shall be performed on the frequency of one sample per subplot.

#### **5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling** **(July 18, 2018 APWA GSP)**

Add the following new section:

Samples for acceptance testing shall be obtained by the Contractor when ordered by the Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer and in accordance with AASH-T O T 168. A minimum of three samples should be taken for each class of HMA placed on a project. If used in a structural application, at least one of the three samples shall to be tested.

Sampling and testing HMA in a Structural application where quantities are less than 400 tons is at the discretion of the Engineer.

For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test shall be performed. In all cases, a minimum of 3

samples will be obtained at the point of acceptance, a minimum of one of the three samples will be tested for conformance to the JMF:

- If the test results are found to be within specification requirements, additional testing will be at the Engineer's discretion.
- If test results are found not to be within specification requirements, additional testing of the remaining samples to determine a Composite Pay Factor (CPF) shall be performed.

#### **5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing** **(July 18, 2018 APWA GSP)**

Add the following new section:

Testing of HMA for compliance of Va will at the option of the Contracting Agency. If tested, compliance of Va will use WSDOT SOP 731.

Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308.

Testing for compliance of gradation will be by FOP for WAQTC T 27/T 11.

#### **5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors** **(July 18, 2018 APWA GSP)**

Add the following new section:

For each lot of material falling outside the tolerance limits in 5-04.3(9), the Contracting Agency will determine a Composite Pay Factor (CPF) using the following price adjustment factors:

Table of Price Adjustment Factors	
Constituent	Factor "F"
All aggregate passing: 1½", 1", ¾", ½", ⅜" and No.4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids (Va) (where applicable)	20

Each lot of HMA produced under Nonstatistical Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the nonstatistical tolerance limits in the Job Mix Formula shown in Table of Price Adjustment Factors, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the Roadway shall be tested to provide a minimum of three sets of results for evaluation.

#### **5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments** **(July 18, 2018 APWA GSP)**

Add the following new section:

For each lot of HMA mix produced under Nonstatistical Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The total job mix compliance price adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

**5-04.3(9)C7 Mixture Nonstatistical Evaluation – Retests**  
**(July 18, 2018 APWA GSP)**

Add the following new section:

The Contractor may request a subplot be retested. To request a retest, the Contractor shall submit a written request within 7 calendar days after the specific test results have been received. A split of the original acceptance sample will be retested. The split of the sample will not be tested with the same tester that ran the original acceptance test. The sample will be tested for a complete gradation analysis, asphalt binder content, and, at the option of the agency, Va. The results of the retest will be used for the acceptance of the HMA in place of the original subplot sample test results. The cost of testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of \$500 per sample.

**5-04.3 (9)D Mixture Acceptance – Commercial Evaluation**  
**(July 18, 2018 APWA GSP)**

Delete this section and replace it with the following:

If sampled and tested, HMA produced under Commercial Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the commercial tolerance limits in the Job Mix Formula shown in 5-04.3(9), the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The commercial tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.

For each lot of HMA mix produced and tested under Commercial Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

**5-04.3(10) HMA Compaction Acceptance**  
**(July 18, 2018 APWA GSP)**

Delete this section and replace it with the following:

HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, shall be compacted to a specified level of relative density. The specified level of relative density shall be a Composite Pay Factor (CPF) of not less than 0.75 when evaluated in accordance with Section 1-06.2, using a LSL of 92.0 (minimum of 92 percent of the maximum density). The maximum density shall be determined by WSDOT FOP for AASHTO T 729. The specified level of density attained will be determined by the evaluation of the density of the pavement. The density of the pavement shall be determined in accordance with WSDOT FOP for WAQTC TM 8, except that gauge correlation will be at the discretion of the Engineer, when using the nuclear density gauge and WSDOT SOP 736 when using cores to determine density.

Tests for the determination of the pavement density will be taken in accordance with the required procedures for measurement by a nuclear density gauge or roadway cores after completion of the finish rolling.

If the Contracting Agency uses a nuclear density gauge to determine density the test procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day the mix is placed and prior to opening to traffic.

Roadway cores for density may be obtained by either the Contracting Agency or the Contractor in accordance with WSDOT SOP 734. The core diameter shall be 4-inches minimum, unless otherwise approved by the Engineer. Roadway cores will be tested by the Contracting Agency in accordance with WSDOT FOP for AASHTO T 166.

If the Contract includes the Bid item "Roadway Core" the cores shall be obtained by the Contractor in the presence of the Engineer on the same day the mix is placed and at locations designated by the Engineer. If the Contract does not include the Bid item "Roadway Core" the Contracting Agency will obtain the cores.

For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used for preleveling wheel rutting shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

#### Test Results

For a subplot that has been tested with a nuclear density gauge that did not meet the minimum of 92 percent of the reference maximum density in a compaction lot with a CPF below 1.00 and thus subject to a price reduction or rejection, the Contractor may request that a core be used for determination of the relative density of the subplot. The relative density of the core will replace the relative density determined by the nuclear density gauge for the subplot and will be used for calculation of the CPF and acceptance of HMA compaction lot.

When cores are taken by the Contracting Agency at the request of the Contractor, they shall be requested by noon of the next workday after the test results for the subplot have been provided or made available to the Contractor. Core locations shall be outside of wheel paths and as determined by the Engineer. Traffic control shall be provided by the Contractor as requested by the Engineer. Failure by the Contractor to provide the requested traffic control will result in forfeiture of the request for cores. When the CPF for the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will be deducted from

any monies due or that may become due the Contractor under the Contract at the rate of \$200 per core and the Contractor shall pay for the cost of the traffic control.

#### **5-04.3(10)D HMA Compaction-Visual Evaluation**

Delete this section and replace it with the following:

#### **5-04.3(10)D HMA Nonstatistical Compaction**

##### **5-04.3(10)D1 HMA Nonstatistical Compaction – Lots and Sublots**

**(July 18, 2018 APWA GSP)**

Add the following new section:

HMA compaction which is accepted by nonstatistical evaluation will be based on acceptance testing performed by the Contracting Agency dividing the project into compaction lots.

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be equal to one day's production or 400 tons, whichever is less except that the final subplot will be a minimum of 200 tons and may be increased to 800 tons. Testing for compaction will be at the rate of 5 tests per subplot per WSDOT T 738.

The subplot locations within each density lot will be determined by the Engineer. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used to prelevel wheel ruts shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

##### **5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing**

**(July 18, 2018 APWA GSP)**

Add the following new section:

The location of the HMA compaction acceptance tests will be randomly selected by the Engineer from within each subplot, with one test per subplot.

##### **5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments**

**(July 18, 2018 APWA GSP)**

Add the following new section:

For each compaction lot with one or two sublots, having all sublots attain a relative density that is 92 percent of the reference maximum density the HMA shall be accepted at the unit Contract price with no further evaluation. When a subplot does not attain a relative density that is 92 percent of the reference maximum density, the lot shall be evaluated in accordance with Section 1-06.2 to determine the

appropriate CPF. The maximum CPF shall be 1.00, however, lots with a calculated CPF in excess of 1.00 will be used to offset lots with CPF values below 1.00 but greater than 0.90. Lots with CPF lower than 0.90 will be evaluated for compliance per 5-04.3(11). Additional testing by either a nuclear moisture-density gauge or cores will be completed as required to provide a minimum of three tests for evaluation.

For compaction below the required 92% a Non-Conforming Compaction Factor (NCCF) will be determined. The NCCF equals the algebraic difference of CPF minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be calculated as the product of CPF, the quantity of HMA in the compaction control lot in tons, and the unit Contract price per ton of mix.

**5-04.3(11)C Rejection Without Testing (Mixture or Compaction)**  
**(July 18, 2018 APWA GSP)**

Delete this section and replace it with the following:

The Engineer may, without sampling, reject any batch, load, or section of Roadway that appears defective. Material rejected before placement shall not be incorporated into the pavement. Any rejected section of Roadway shall be removed.

No payment will be made for the rejected materials or the removal of the materials unless the Contractor requests that the rejected material be tested. If the Contractor elects to have the rejected material tested, a minimum of three representative samples will be obtained and tested. Acceptance of rejected material will be based on conformance with the nonstatistical acceptance Specification. If the CPF for the rejected material is less than 0.75, no payment will be made for the rejected material; in addition, the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting Agency. If the material is rejected before placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection occurs after placement and the CPF is greater than or equal to 0.75, compensation for the rejected material will be at the calculated CPF with an addition of 25 percent of the unit Contract price added for the cost of removal and disposal.

**5-04.3(12)A1 Transverse Joints**  
**(April 2, 2018 Lacey GSP)**

Delete this section and replace it with the following:

The Contractor shall conduct operations such that the placing of the top or wearing course is a continuous operation or as close to continuous as possible. Unscheduled transverse joints will be allowed and the roller may pass over the unprotected end of the freshly laid mixture only when the placement of the course must be discontinued for such a length of time that the mixture will cool below compaction temperature. When the Work is resumed, the previously compacted mixture shall be cut back to produce a slightly beveled edge for the full thickness of the course. All joints must be flush and provide a smooth transition across the meet line.

A temporary wedge of HMA constructed on a 24H:1V shall be constructed where a transverse joint as a result of paving or planing is open to traffic. The wedge shall be maintained until the paving is resumed. The HMA in the temporary wedge shall be separated from the permanent HMA by strips of heavy wrapping paper or other methods approved by the Engineer. The wrapping paper shall be removed and the joint trimmed to a slightly beveled edge for the full thickness of the course prior to resumption of paving.

The material that is cut away shall be wasted and new mix shall be laid against the cut. Rollers or tamping irons shall be used to seal the joint.

**5-04.3(12)A2 Longitudinal Joints**  
**(April 2, 2018 Lacey GSP)**

Supplement this section with the following:

Cold joints shall be allowed only at locations approved by the Engineer.

Upon Completion of paving operations, all joints shall be sealed with PG 58H-22 asphalt binder.

**5-04.3(19) Submittals - Paving Plan**  
**(October 30, 2018 Lacey GSP)**

Add the following new section:

The Contractor must submit a paving plan to the Engineer at least 5 Working Days in advance of the start date. These plans must show how the moving operation and traffic control are coordinated, as they will be discussed at the pre-paving briefing. When requested by the Engineer, the Contractor must provide the traffic control plan with a scale showing both the area of operation and sufficient detail of traffic beyond the area of operation where detour traffic may be required. The traffic control plan must show where flaggers are proposed.

At a minimum, the plan must include:

1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's work. Briefly describe the sequencing of traffic control consistent with the proposed work sequence, and scheduling of placement of temporary pavement markings and channelizing devices after each day's work.
2. Names and locations of HMA Supplier facilities to be used, and locations of temporary parking and staging areas.
3. List of all equipment to be used for paving.
4. Description (geometric or narrative) of the scheduled sequence of work, and intended area for each day's work, must include the directions of proposed paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection scheduling and sequencing.
5. Approximate times and days for starting and ending daily operations.

**5-04.3(20) Pre-Paving Briefing**  
**(October 30, 2018 Lacey GSP)**

Add the following new section:

At least 2 Working Days before the first paving operation and the first planing operation, or as scheduled by the Engineer for future paving and planing operations to ensure the Contractor has adequately prepared for notifying and coordinating as required in the Contract, the Contractor must be prepared to discuss that day's operations as they relate to other entities and to public safety and convenience, including driveway and business access, garbage truck operations, Metro transit operations and working around energized overhead wires, school and nursing home and hospital and other accesses, other contractors who may be operating in the area, pedestrian and bicycle traffic, and emergency services. The Contractor, and Subcontractors that may be part of that day's operations, must meet with the Engineer and discuss the

proposed operation as it relates to the submitted paving plan, approved traffic control plan, and public convenience and safety. Such discussion includes, but is not limited to:

1. The actual times of starting and ending daily operations.
2. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, to public convenience and safety, and to other contractors who may operate in the Project Site.
3. Notifications required of Contractor activities, and coordinating with other entities and the public as necessary.
4. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and to paving.
5. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed
6. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monuments, monitoring wells, street car rail, and castings, before planning, see Section 5-04.3(14)B2.
7. Description of how flaggers will be coordinated with the planing, paving, and related operations.
8. When to start applying tack and coordinating with paving.
9. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and Supplier shutdown of operations.
10. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

**5-04.3(21) Paving Operations Supervisor**  
**(April 2, 2018 Lacey GSP)**

Add the following new section:

The Contractor shall identify a Paving Operations Supervisor (POS) at the Preconstruction Conference. The POS shall be employed by the Paving Contractor, shall have direct and immediate control of the paving operations on the Project at all times, and shall perform no other duties on the project. No part of the paving operations shall commence or continue without the physical presence of the POS on-site. The POS shall act as the main point of contact in the field to the Engineer and shall execute all requests by the Engineer promptly and immediately.

Specific duties include, but are not limited to the following:

Ensures all paving operations meet the requirements of Section 5-04.

Ensures all iron is marked and properly lowered prior to pavement planing operations.

Ensures paving schedule is communicated to the Engineer 72 hours in advance of paving operations commencing. The Engineer shall be responsible for delivering paving notices to affected business owners and residents. Any changes to the paving schedule must also be communicated to the Engineer 72 hours in advance of the change.

Ensures existing surfaces to be paved are prepared in accordance with Sec. 5-04.3(4) a minimum of two (2) hours prior to paving. Specific attention shall be given to surface cleanliness, match lines to adjoining pavement are vertical and smooth, and matching to existing driveways and rolled gutters are prepared. In

the event that preparation of existing surfaces are behind schedule, paving operations may be halted and rescheduled at the Engineer's request if, in his judgment, the delay of paving shall result in a less than satisfactory end product or inconvenience to the public. All costs resulting from paving rescheduling shall be borne by the Contractor.

Ensures all tack coating is completed in accordance with Sec. 5-04.3(4).

#### **5-04.3(22) Temporary Patching**

(April 2, 2018 Lacey GSP)

Add the following new section:

All excavations within or across streets, driveways, or failure of existing pavement that will be exposed to traffic shall be temporarily patched by the end of the working day or as directed by the Engineer. The patch shall be constructed of a minimum of 0.17 feet of either Commercial HMA or as directed by the Engineer. The Contractor shall maintain all temporary patches until such time as the permanent pavement is in place.

#### **5-04.3(24) Roadway Shoulder Final Grading**

(April 2, 2018 Lacey GSP)

Add the following new section:

The Contractor shall backfill and grade a 5 foot wide or a 5:1 transition (whichever is less) flush from the new edge of pavement down to the existing shoulder grade with Crushed Rock or Topsoil Type A to match existing shoulder material and condition. The Crushed Rock shall match gradation, shape, and color to of the existing rock shoulder. Upon placing and grading either material, the Contractor shall roll and compact the transition as directed by the Engineer. The Contractor shall then hydroseed all shoulder transitions backfilled with topsoil.

#### **5-04.3(26) Utility Access**

(November 20, 2020 Lacey GSP)

Add the following new section:

When lowering and raising valves the valve riser pipes must remain free of debris. Cap the valve riser pipe to prevent debris from entering the riser and to provide access to the operating nut.

The contractor is responsible for tracking exact locations of all valves and manholes to be lowered or raised. Before asphalt is placed over a valve, metal must be placed directly above the valve location for the purpose of locating the valve with a metal detector. Once asphalt has been placed over a valve or manhole, the location of that valve or manhole must be marked on the asphalt within 3 working days. The location marks must be maintained until the valves are raised. Channelization near valves or manholes must be complete before they are raised. All valves and manholes must be raised within 20 working days after each time they are paved over. The cost of raising new valves and manholes is incidental to the cost for that bid item. The cost for raising existing valves and manholes will only be paid once for each location, no additional compensation will be allowed if the contractor has to raise the same valve/manhole twice. See sections 7-05 and 7-12 for additional information on raising valves and manholes.

#### **5-04.4 Measurement**

(February 14, 2023 Lacey GSP)

Supplement this section with the following:

No unit of measure shall apply to the lump sum price for Preparation of Existing Surfaces.

No unit of measure shall apply to the lump sum price for Driveway and Shoulder Preparation.

#### **5-04.5 Payment**

(November 20, 2020 Lacey GSP)

Supplement this section with the following:

The unit Contract price per ton for all HMA bid items shall also include Paving Operations Supervisor (POS) and the removal of excess tack coat of asphalt from existing surfaces, including, but not limited to existing pavement markings. Pavement markings shall be restored to a pre-construction condition or better. No additional compensation shall be given to the Contractor for installing new pavement markings if existing pavement markings cannot be restored to a pre-construction condition or better as directed by the Engineer.

If no bid item for “HMA for Pre-leveling Cl. \_\_ PG \_\_” is included, all materials, equipment, and labor necessary to pre-level the existing pavement prior to paving shall be fully compensated by the bid item “HMA Cl. \_\_ PG \_\_” and “Fiber Reinforced HMA Cl. PG \_\_” and no other pay shall be allowed.

### **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**

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

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:

Corrugated Polyethylene Storm Sewer Pipe                      9-05.20

#### **7-04.3 Construction Requirements**

(October 29, 2010 Lacey GSP)

Supplement this section with the following:

The Contractor shall furnish, construct, and install the debris barriers as shown in the Plans or as designated by the Engineer.

## **7-04.4 Measurement**

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

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, catch basins, and manholes. 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. If no such item exists all costs shall be incidental to the project and no additional compensation shall be allowed.

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

The unit contract price per linear foot for “24 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.

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

Supplement this section with the following:

See Section E for Specification on the Stormwater Treatment Device.

## **7-05.5 Payment**

(October 30, 2018 Lacey GSP)

Supplement this section with the following:

The unit contract price per each for manholes and catch basins 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 manhole complete in place in accordance with the plans and these specifications in conformity with the lines and grades staked.

“Connect to Existing Manhole”, per each.

The unit contract price per each for “Connect to Existing Manhole” shall be full pay for furnishing all labor, tools, equipment, and materials required to connect to existing manhole, catch basin, and stormwater treatment device in place, including but not limited to concrete, concrete collars and sealants. Further, all excavation, haul, backfill, testing, and accessories shall be included in the unit contract price. For purposes of payment, there will be no distinction made for the difficulty of connecting to the existing

manhole or the quantity of pipes connecting to the manhole. Items not specifically identified on the plans but necessary to properly connect to manhole shall be considered incidental and no other compensation shall be allowed.

## **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 9-03.12(3).

### **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.

At the end of each workday, the Contractor shall install a lift of temporary asphalt cold mix on top of the trench backfill, flush with the existing pavement. No trench excavation shall be exposed to traffic without a temporary asphalt cold mix sealing the existing pavement surface. If approved by the Engineer, the Contractor may choose to use HMA for Pavement Repair Cl. ½" PG 64-22 for permanent pavement repair if a bid item for this work has been included in the Proposal. All costs associated with providing and removal of temporary asphalt cold mix shall be incidental to the bid item for the pipe being installed and no other compensation will be allowed.

#### **7-08.3(3)B Steel Plating for Pipe Trench**

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

Section 7-08.3(3)B is added with the following:

The Contractor shall install steel plating over the trench per the plans to allow vehicle traffic to pass during non-working hours. The steel plating shall remain complete over the trench until the pavement repair is complete. This process shall be coordinated so that there will be minimum inconvenience to the public. All costs for all labor, materials, and equipment to furnish, place, assemble, install, maintain and remove the steel plates and associated materials shall be included in the unit contract price per foot of pipe installed and no additional compensation shall be allowed.

**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.

#### **8-01.5 Payment**

[\(November 20, 2020 Lacey GSP\)](#)

Modify this section with the following:

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 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.

## **8-05 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 pressure mains and services shall be clean sand/gravel mixture free from organic matter and conforming to the following gradation:

Sieve Size	Percent Passing
3/4" square	100
3/8" square	70-100
U.S. No. 4	55-100
U.S. No. 10	35-95
U.S. No. 20	20-80
U.S. No. 40	10-55
U.S. No. 100	0-10
U.S. No. 200	0-3

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.

# E

## TECHNICAL SPECIFICATIONS



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, 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 rime 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 02240: Dewatering
  - 1.5.2 Section 02260: Excavation Support and Protection
  - 1.5.3 Section 02315: Excavation and Fill
  - 1.5.4 Section 02340: Soil Stabilization
- 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.

#### 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 WAGE RATES

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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: May 31, 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”.

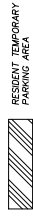
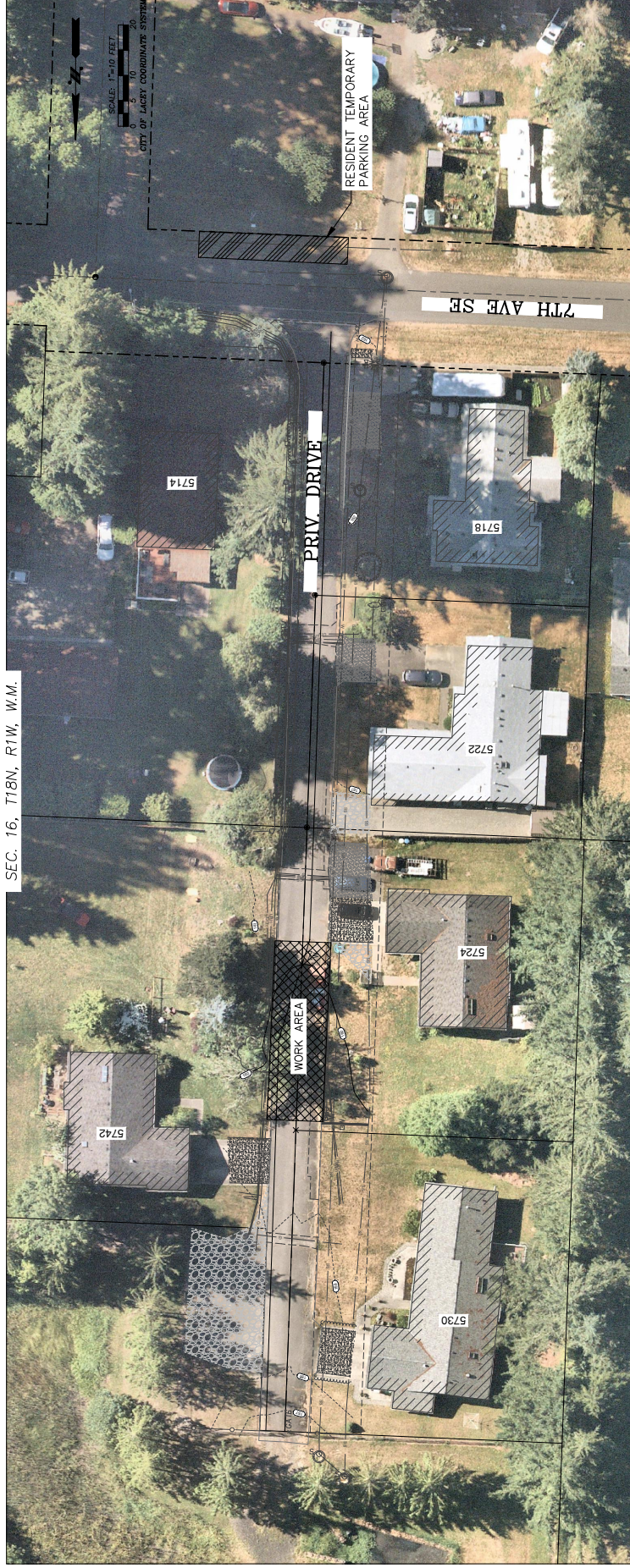
**U** Contractor enters the date that that they return the completed “Request for Approval of Material or Shop Drawing” to the Subcontractor/Supplier.

# APPENDIX B

## TRAFFIC CONTROL PLAN

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SEC. 16, T18N, R1W, W.M.



CITY OF LACEY, WASHINGTON  
DEPARTMENT OF PUBLIC WORKS  
420 COLLEGE STREET SE  
LACEY, WA 98503-1238



(360) 491-5600



REVISIONS:  
DRAWN: [blank]  
CHECKED: [blank]  
HORIZ. SCALE: 1"=10'  
VERT. SCALE: N/A  
FILE: WOODLAND CREEK OIL

WOODLAND CREEK OIL WATER  
SEPARATOR  
RESIDENT PARKING PLAN

NO.	DATE	DESCRIPTION

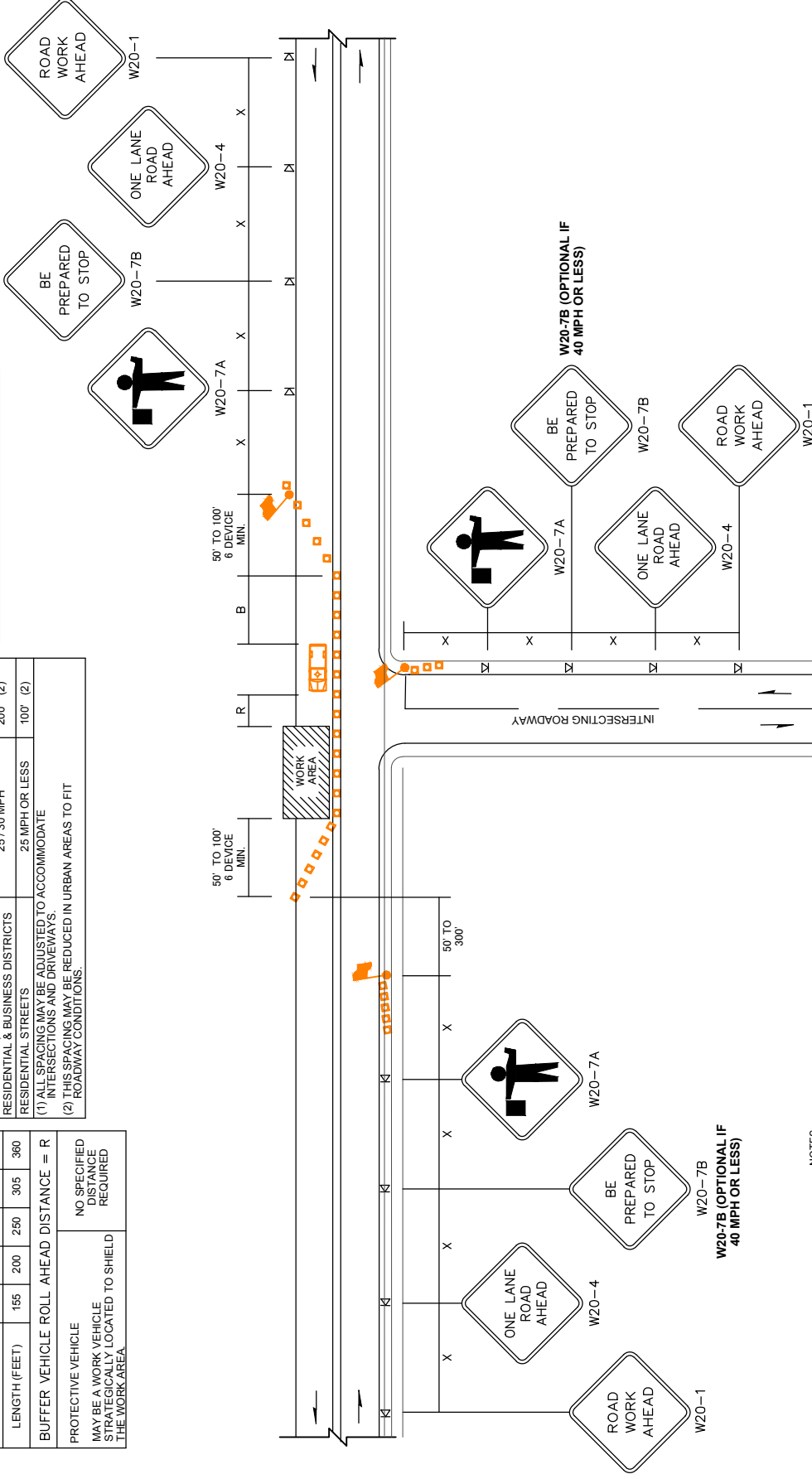
PAGE NO.	SHEET NO.
T1	1
DWG NO.	OP
D-23-07	1

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, 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.			

CHANNELIZATION DEVICE SPACING (FEET)			
DESIGN SPEED (MPH)	TAPER	10 TO 20	TANGENT
35/45	10 TO 20	10 TO 20	60
25/30	10 TO 20	10 TO 20	40

W20-7B (OPTIONAL IF 40 MPH OR LESS)



- LEGEND**
- FLAGGING STATION
  - TEMPORARY SIGN LOCATION
  - CHANNELIZATION DEVICES
  - PROTECTIVE VEHICLE

- NOTES:**
- ALL SIGNS ARE BLACK ON ORANGE.
  - EXTENDING THE CHANNELIZING DEVICE TAPER ACROSS SHOULDER IS RECOMMENDED.
  - NIGHT WORK REQUIRES ADDITIONAL ROADWAY LIGHTING AT FLAGGING STATIONS. SEE THE SPECIAL PROVISIONS FOR ADDITIONAL INFORMATION.
  - SEE SPECIAL PROVISIONS FOR WORK HOUR RESTRICTIONS.
  - REFER TO THE MUTCD FOR SIGN DIMENSIONS.

# ONE-LANE TWO-WAY TRAFFIC CONTROL WITH FLAGGERS TC-1

MINIMUM LANE CLOSURE TAPER LENGTH = L (feet)		DESIGN SPEED (MPH)			
LANE WIDTH (feet)		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)			
8'		25	30	35	40
10'		40	40	60	90
		40	60	90	150

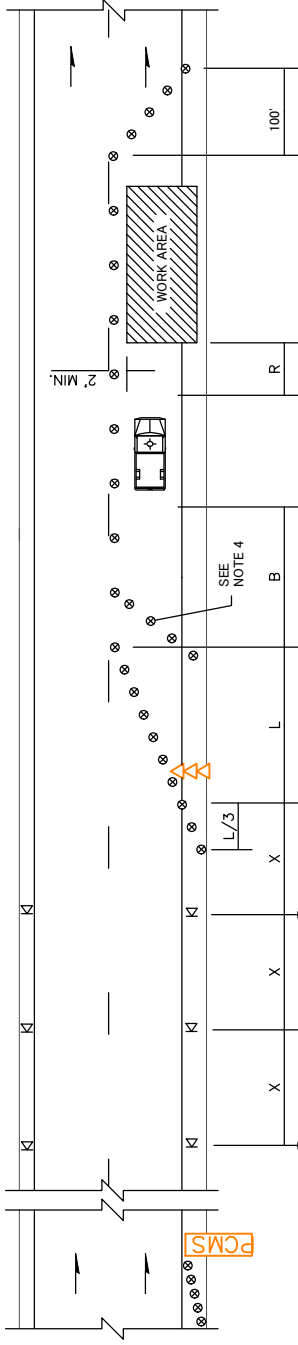
USE A MINIMUM 3 DEVICES TAPER FOR SHOULDER LESS THEN 8'.

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

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

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



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

FIELD LOCATE 1 MILE IN ADVANCE OF LANE CLOSURE SIGNING.

#### NOTES:

- SEE SPECIAL PROVISIONS FOR WORK HOUR RESTRICTIONS.
- EXTEND DEVICE TAPER AT L/3 ACROSS SHOULDER.
- DEVICES SHALL NOT ENCR OACH 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.

#### LEGEND

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

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

MINIMUM LANE CLOSURE TAPER LENGTH = L (feet)		
LANE WIDTH (feet)	DESIGN SPEED (MPH)	
	25	30
10	105	150
11	115	165
12	125	180
	205	270
	225	295
	245	320
	320	540

MINIMUM SHOULDER TAPER LENGTH = L/3 (feet)		
SHOULDER WIDTH (feet)	DESIGN SPEED (MPH)	
8'	25	30
10'	40	60
	60	90
	90	120
	150	180
	245	320
	540	

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

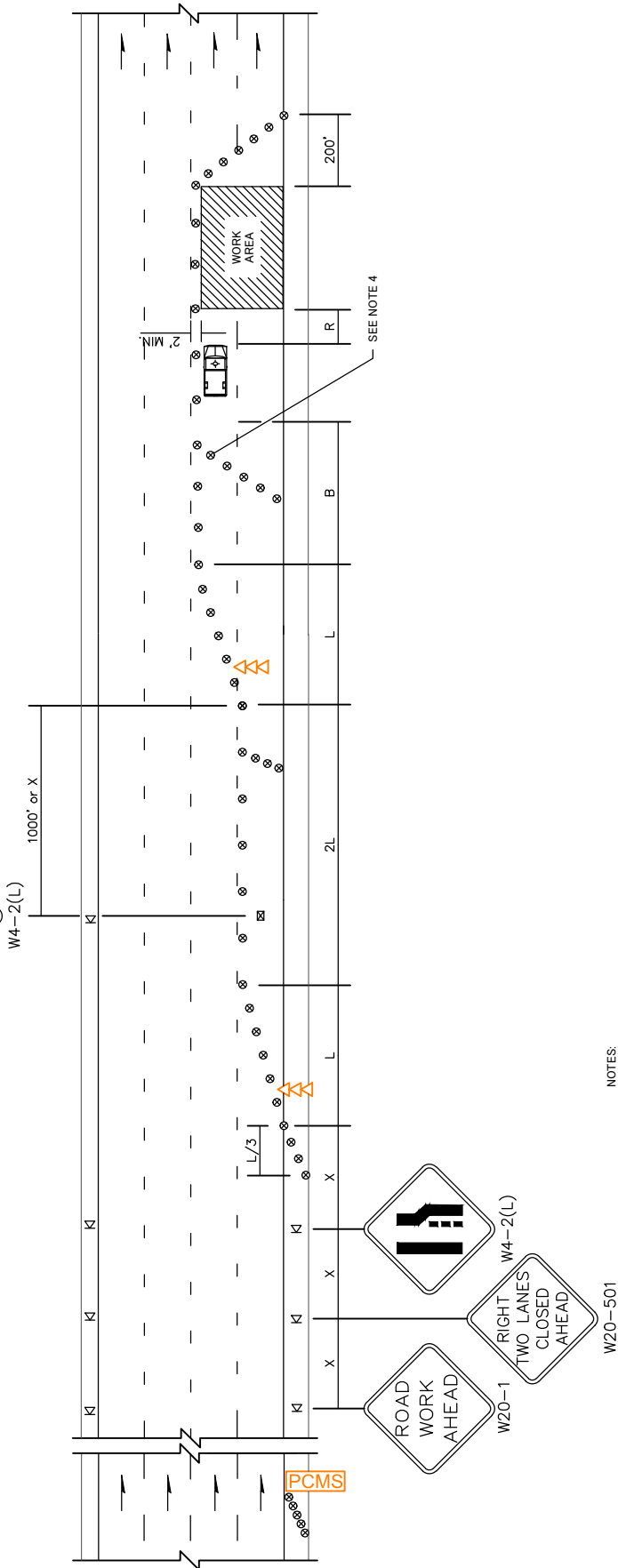
SIGN SPACING = X (1)		DESIGN SPEED (MPH)	FEET
URBAN ARTERIALS		45 MPH	500'
URBAN ARTERIALS & COLLECTORS		35 / 40 MPH	350'
COLLECTORS		25 / 30 MPH	200' (2)
RESIDENTIAL & BUSINESS DISTRICTS		25 MPH OR LESS	100' (2)
RESIDENTIAL STREETS		25 MPH OR LESS	100' (2)

(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.

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

PCMS		
1	2	
2 LANES CLOSED AHEAD	WATCH FOR SLOW TRAFFIC	
2.0 SEC	2.0 SEC	

FIELD LOCATE 1 MILE IN ADVANCE OF LANE CLOSURE SIGNING.



- NOTES:
1. SEE SPECIAL PROVISIONS FOR WORK HOUR RESTRICTIONS.
  2. EXTEND DEVICE TAPER AT U3 ACROSS SHOULDER.
  3. DEVICES SHALL NOT ENCRUCH INTO THE ADJACENT LANES.
  4. USE TRANSVERSE DEVICES IN CLOSED LANE EVERY 1000' (FT) (RECOMMENDED).
  5. DEVICE SPACING FOR THE DOWNSTREAM TAPER SHALL BE 20' (FT).
  6. ALL SIGNS ARE BLACK ON ORANGE.
  7. REFER TO THE MUTCD FOR SIGN DIMENSIONS.

- LEGEND
- ⊗ TRAFFIC SAFETY DRUM
  - ⊗ TEMPORARY SIGN LOCATION
  - ➡ SEQUENTIAL ARROW SIGN
  - ⊗ PROTECTIVE VEHICLE
  - PCMS PORTABLE CHANGEABLE MESSAGE SIGN
  - ⊗ TEMPORARY SIGN LOCATION (9' (FT) MOUNTING HEIGHT)

# DOUBLE-LANE CLOSURE FOR MULTI-LANE ROADWAYS

TC-4

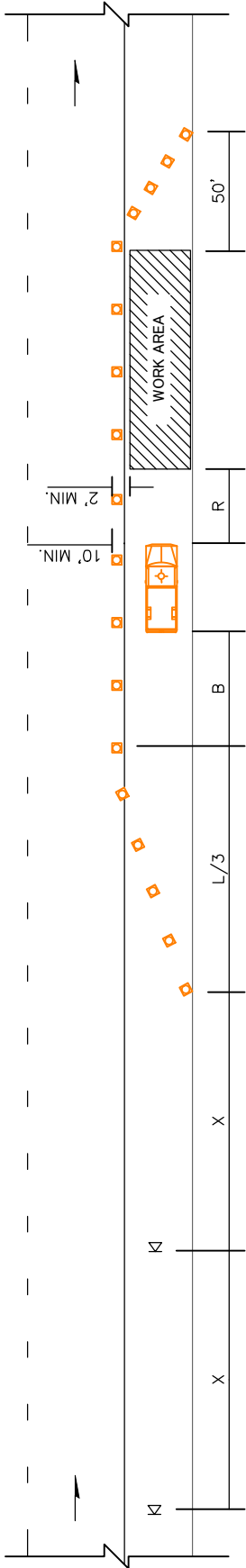
SIGN SPACING = X (1)	DESIGN SPEED (MPH)	FEET
URBAN ARTERIALS	35 / 40 MPH	350'
URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200' (2)
RESIDENTIAL STREETS	25 MPH OR LESS	100' (2)

(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	



ROAD WORK AHEAD  
W20-1

SHOULDER WORK  
W21-5

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

K1

TEMPORARY SIGN LOCATION

Orange diamond

CHANNELIZING DEVICES

Orange car icon

PROTECTIVE VEHICLE
- NOTES:

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

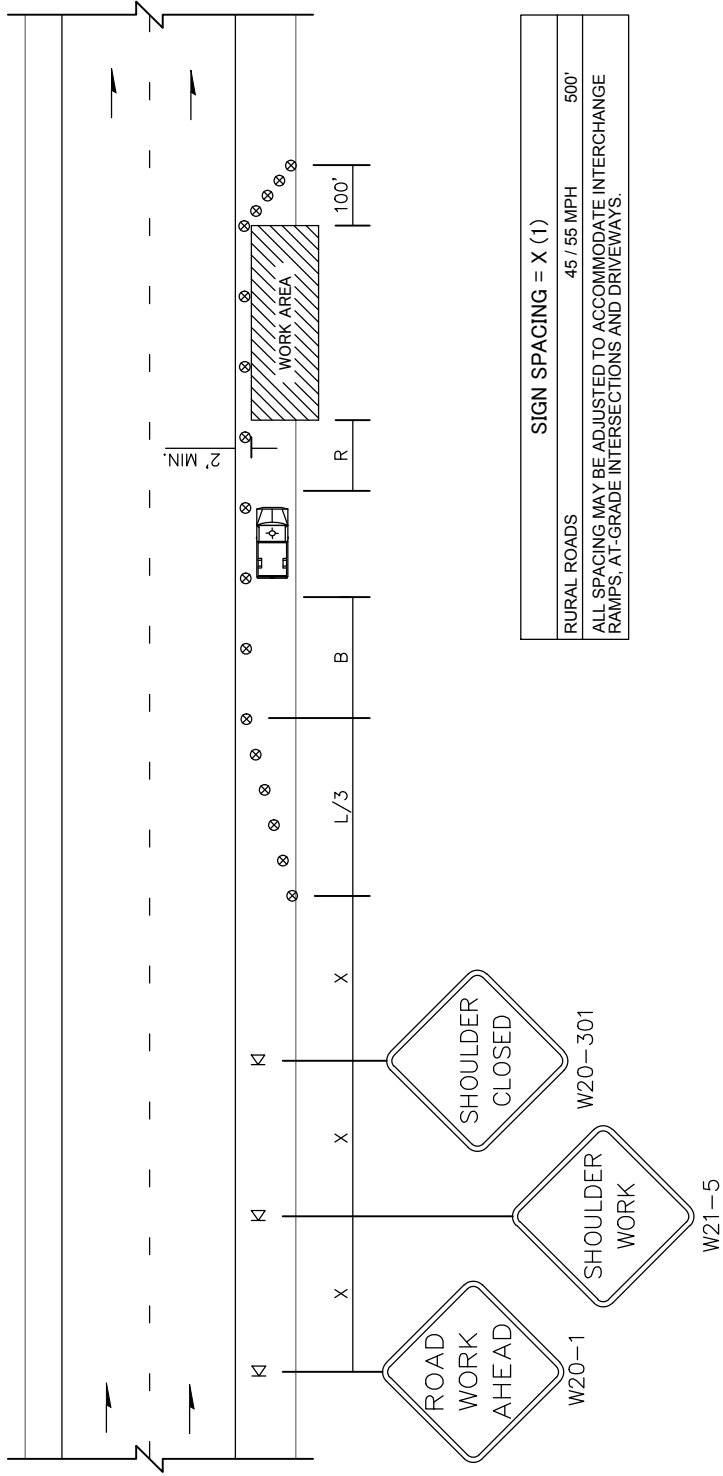
(40 MPH OR LESS)

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, 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.

## SHOULDER CLOSURE – HIGH SPEED

TC-6

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
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					

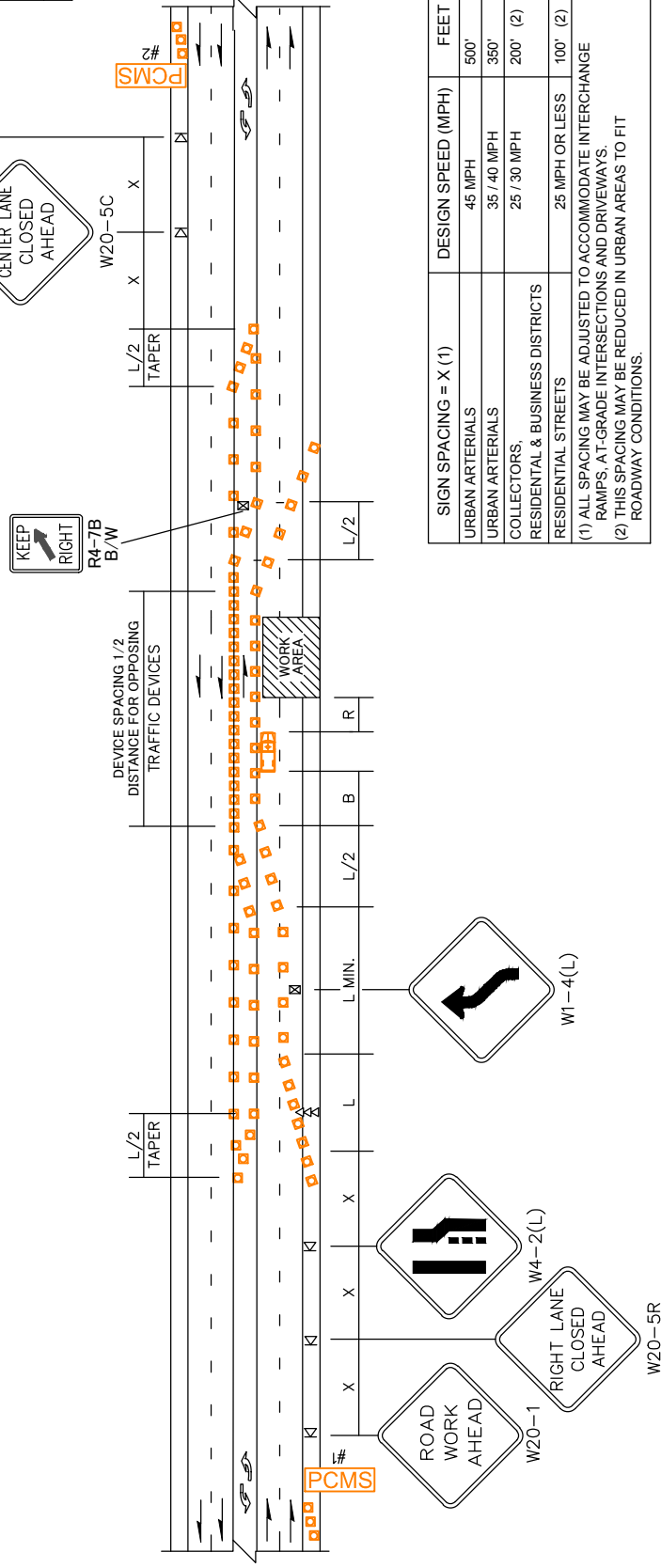
CHANNELIZATION DEVICE SPACING (FEET)			
DESIGN SPEED (MPH)	TAPER	TANGENT	
35/45	30	60	
25/30	20	40	

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

## LEGEND

- K1 TEMPORARY SIGN LOCATION
- CHANNELIZING DEVICES
- ➡ SEQUENTIAL ARROW SIGN
- ⚡ PROTECTIVE VEHICLE
- PCMS PORTABLE CHANGEABLE MESSAGE SIGN
- ⊗ TEMPORARY SIGN LOCATION (5' MOUNTING HEIGHT)

## NOTES:

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

# RIGHT LANE CLOSURE WITH SHIFT 5 LANE ROADWAY TC-10

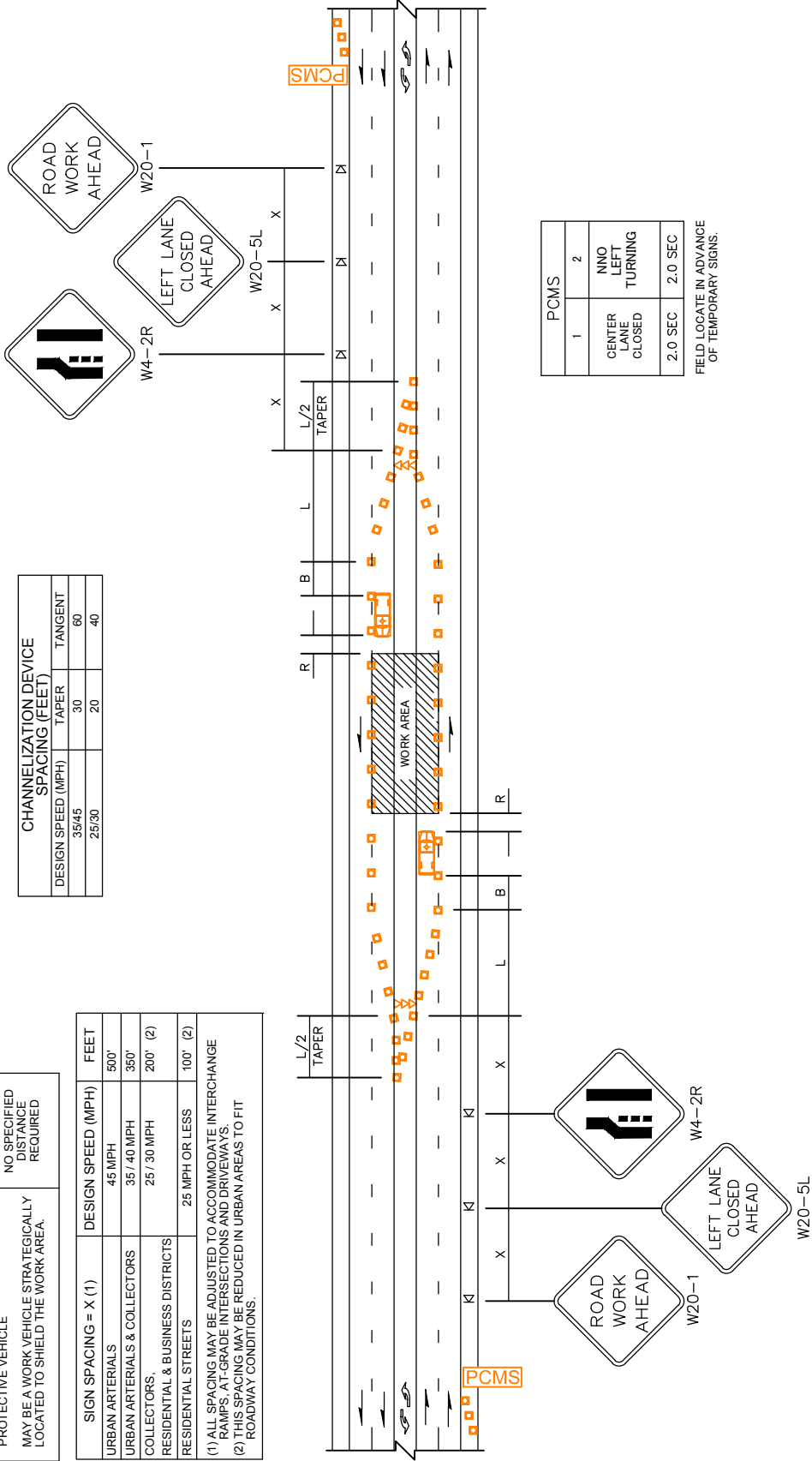
BUFFER DATA						
LONGITUDINAL BUFFER SPACE = B						
DESIGN SPEED (MPH)	25	30	35	40	45	
LENGTH (FEET)	155	200	250	305	360	
BUFFER VEHICLE ROLL AHEAD DISTANCE = R						
PROTECTIVE VEHICLE	NO SPECIFIED DISTANCE REQUIRED					
MAY BE A WORK VEHICLE STRATEGICALLY LOCATED TO SHIELD THE WORK AREA.						

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 INTERCHANGE RAMPS, 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	



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

FIELD LOCATE IN ADVANCE OF TEMPORARY SIGNS.

#### LEGEND

- K1 TEMPORARY SIGN LOCATION
- CHANNELIZING DEVICES
- SEQUENTIAL ARROW SIGN
- PROTECTIVE VEHICLE
- 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		
RESIDENTIAL STREETS	25 MPH OR LESS	100' (2)
(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMPS, 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)	25	30	35	40	45
DESIGN SPEED (MPH)	10	105	150	205	270
	11	115	165	225	295
	12	125	180	245	320
					540

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



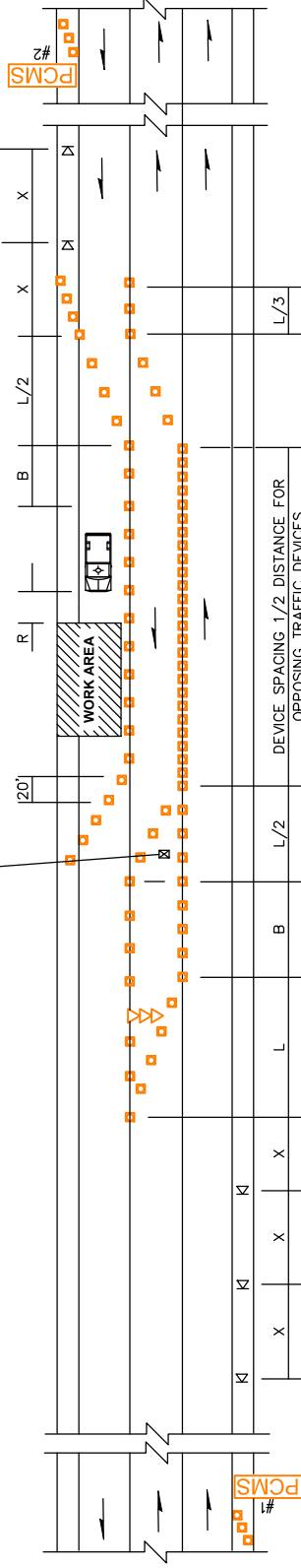
W20-1



W1-4(L)



R4-7B  
BW



PCMS #1		PCMS #2	
1	2	1	2
LEFT LANE CLOSURE	1 MILE AHEAD	LANE SHIFTS LEFT	1 MILE AHEAD
2.0 SEC	2.0 SEC	2.0 SEC	2.0 SEC

FIELD LOCATE IN ADVANCE  
OF TEMPORARY SIGNS.

W20-5L

#### LEGEND

K1 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.
- 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.

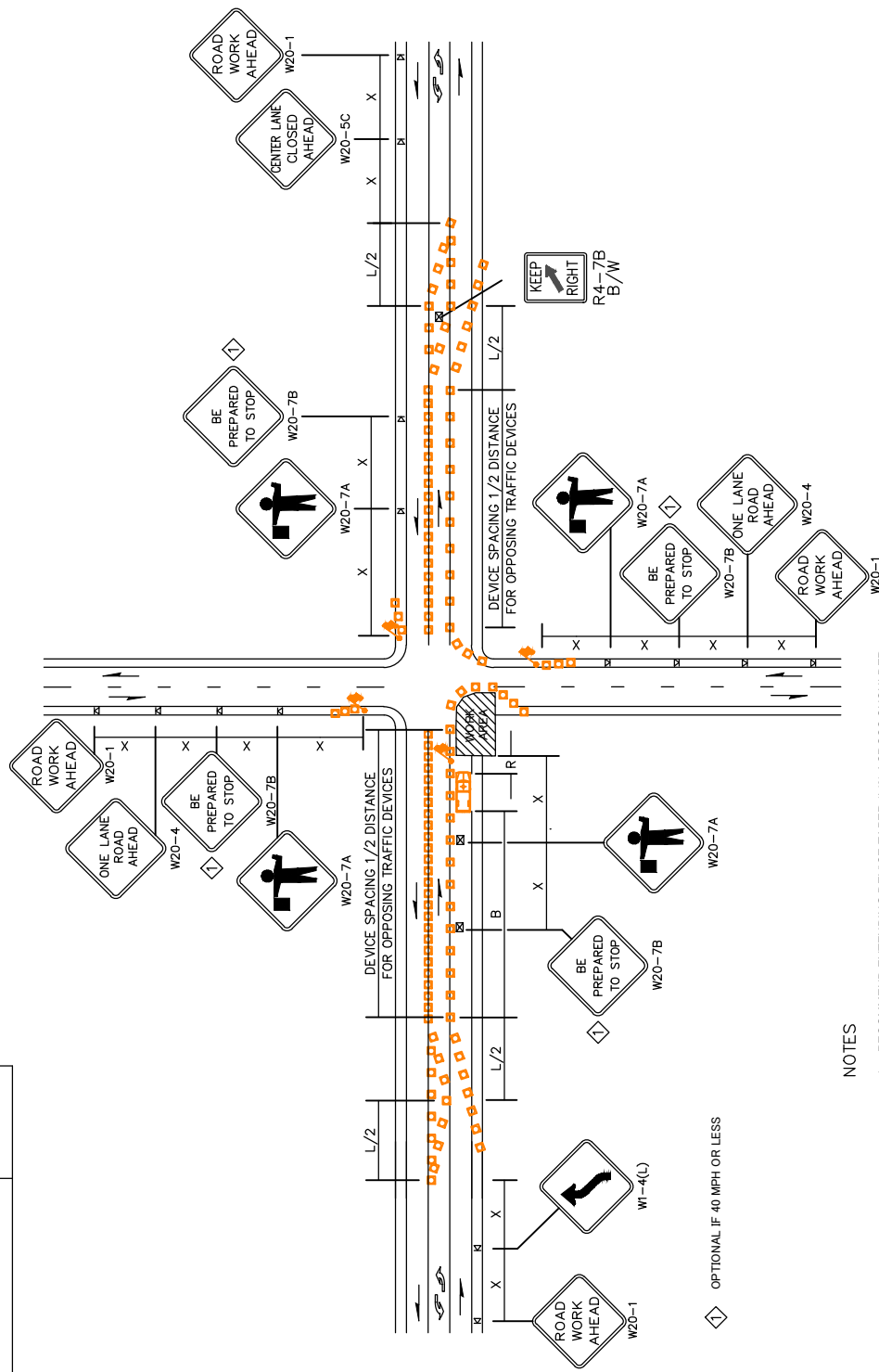
## LANE SHIFT THREE LANE ROADWAY TC-12

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

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

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



OPTIONAL IF 40 MPH OR LESS

- NOTES**
- RECOMMEND EXTENDING DEVICE TAPER (L/3) ACROSS SHOULDER.
  - IF A SIGNAL IS PRESENT, IT SHALL BE SET TO "RED FLASH MODE" OR TURNED OFF FOR 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.

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

# INTERSECTION LANE CLOSURE THREE LANE ROADWAY TC-14

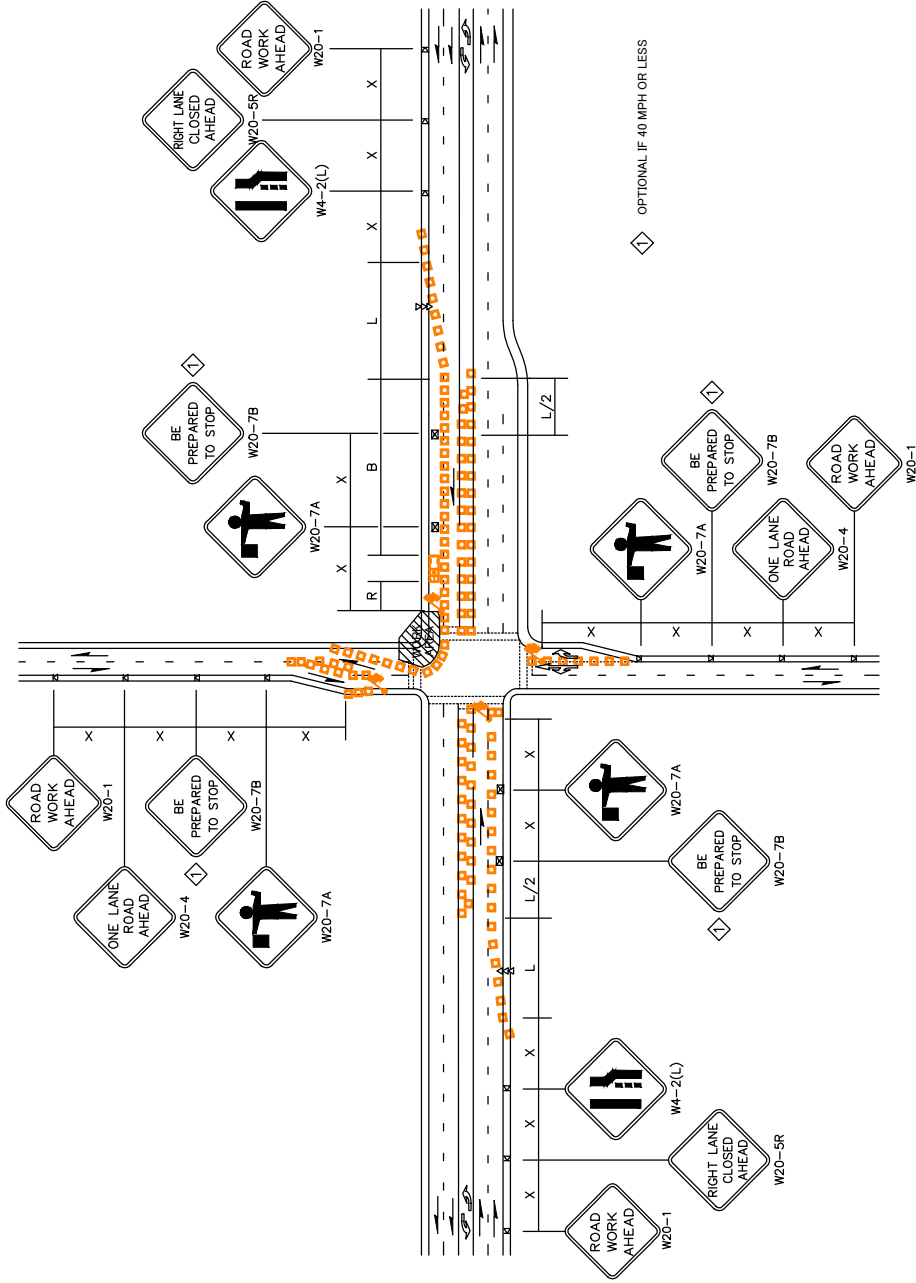
BUFFER DATA					
LONGITUDINAL BUFFER SPACE = B					
DESIGN SPEED (MPH)	25	30	35	40	45
LENGTH (feet)	155	200	250	305	360
BUFFER VEHICLE ROLL AHEAD DISTANCE = R					
PROTECTIVE VEHICLE MAY BE A WORK VEHICLE STRATEGICALLY LOCATED TO SHIELD THE WORK AREA.	NO SPECIFIED DISTANCE REQUIRED				

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		25 MPH OR LESS	100' (2)

MINIMUM TAPER LENGTH = L (FEET)		DESIGN SPEED (MPH)					
LANE WIDTH (FEET)		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

(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

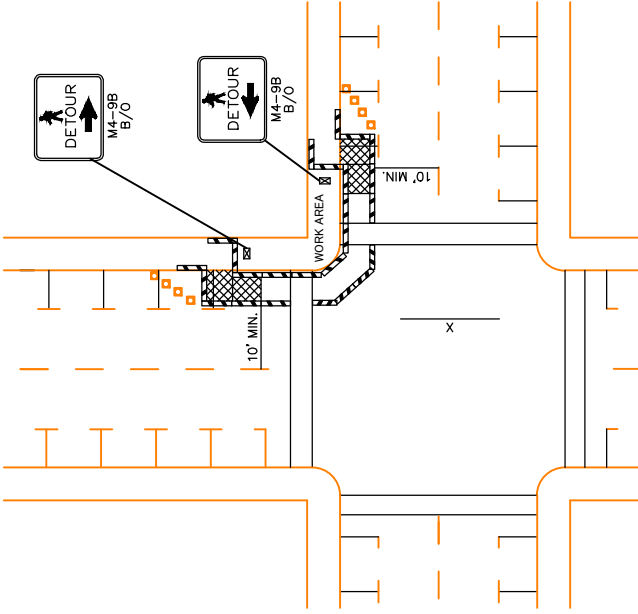
- FLAGGING STATION
- TEMPORARY SIGN LOCATION
- CHANNELIZING DEVICES
- SEQUENTIAL ARROW SIGN
- PROTECTIVE VEHICLE - RECOMMENDED
- TEMPORARY SIGN LOCATION (5' MOUNTING HEIGHT)

#### NOTES

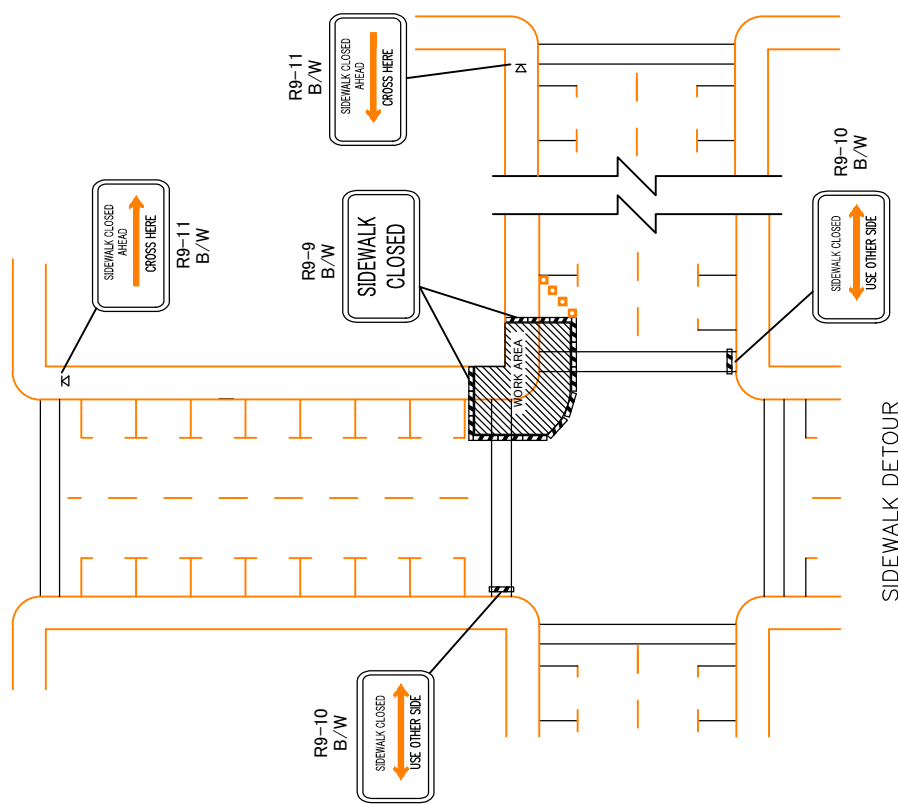
1. RECOMMEND EXTENDING DEVICE TAPER (L/3) ACROSS SHOULDER.
2. IF A SIGNAL IS PRESENT, IT SHALL BE SET TO "RED FLASH MODE" OR TURNED OFF DURING FLAGGING OPERATIONS AND A UNIFORMED POLICE OFFICER IS REQUIRED.
3. MAINTAIN A MINIMUM OF ONE ACCESS POINT FOR EACH BUSINESS WITHIN WORK AREA LIMITS.
4. ALL SIGNS ARE BLACK ON ORANGE.
5. REFER TO THE MUTCD FOR SIGN DIMENSIONS.

## INTERSECTION LANE CLOSURE FIVE LANE ROADWAY TC-15

 R8-3  
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 1-10.2(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.

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

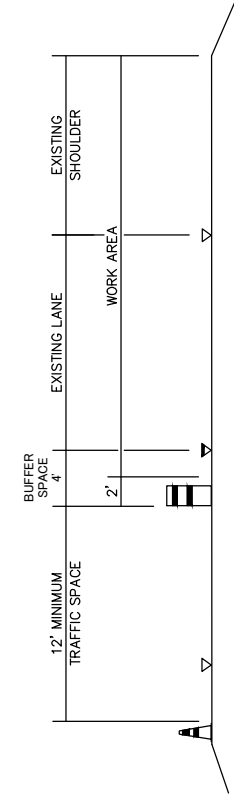
SIGN SPACING = X (1)		DESIGN SPEED (MPH)	FEET
URBAN ARTERIALS		45 / 55 MPH	500'
URBAN ARTERIALS AND COLLECTORS		35 / 40 MPH	350'
COLLECTORS, RESIDENTIAL & BUSINESS DISTRICTS		25 / 30 MPH	200' (1)
RESIDENTIAL STREETS		25 MPH OR LESS	100' (1)

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

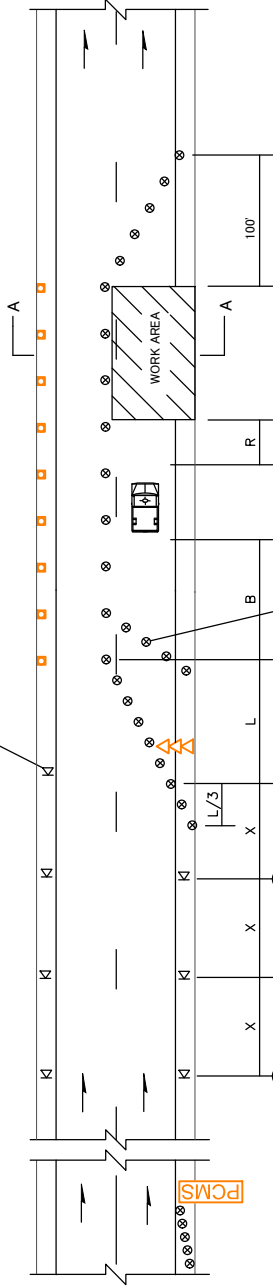
USE A MINIMUM 3 DEVICES TAPER FOR SHOULDER LESS THEN 8'.

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



TYPICAL SECTION A-A



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

K1 TEMPORARY SIGN LOCATION

□ CHANNELIZING DEVICES

⊗ TRAFFIC SAFETY DRUM

➡ SEQUENTIAL ARROW SIGN

🚗 PROTECTIVE VEHICLE

PCMS PORTABLE CHANGEABLE MESSAGE SIGN

## 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.

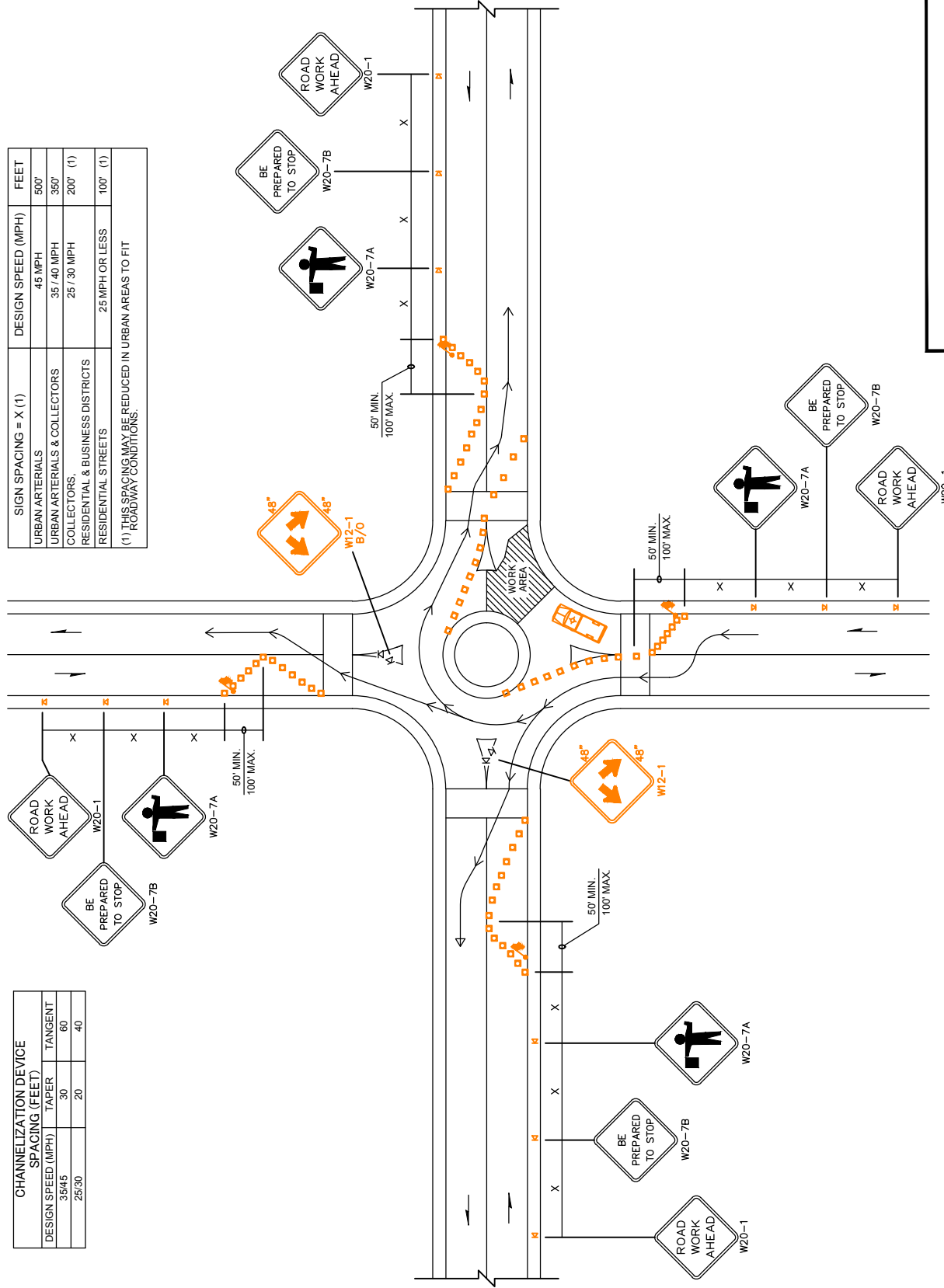
# SINGLE-LANE CLOSURE WITH SHIFT

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 & COLLECTORS	45 MPH	500'
URBAN ARTERIALS & COLLECTORS	35 / 40 MPH	350'
COLLECTORS	25 / 30 MPH	200' (1)
RESIDENTIAL & BUSINESS DISTRICTS	25 MPH OR LESS	100' (1)





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



#### NOTES

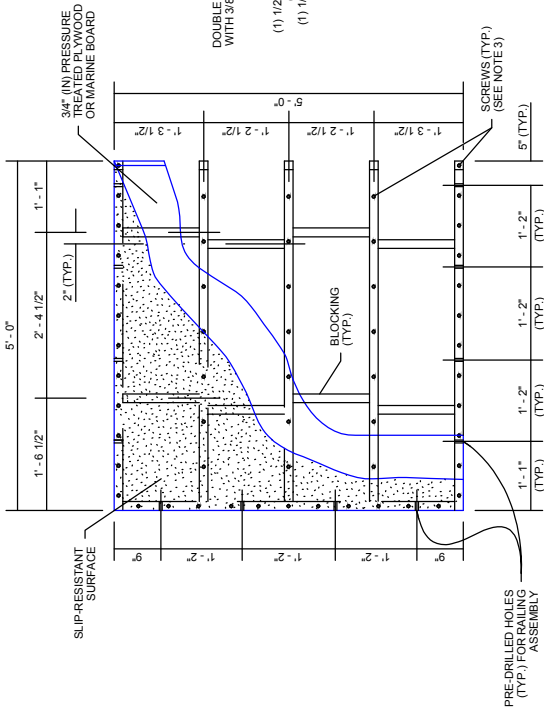
1. NIGHT WORK REQUIRES ADDITIONAL ROADWAY LIGHTING AT FLAGGING STATIONS. SEE STANDARD SPECIFICATIONS FOR ADDITIONAL DETAILS.
2. PROTECTIVE VEHICLE RECOMMENDED - MAY BE A WORK VEHICLE.
3. TYPICAL APPLICATION SHOWN. ADJUST FOR SITE CONDITIONS.
4. REFER TO THE MUTCD FOR SIGN DIMENSIONS.

#### LEGEND

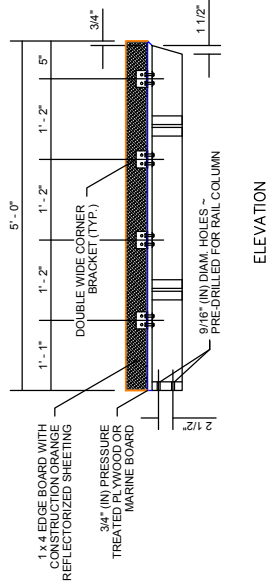
-  FLAGGING STATION
-  TEMPORARY SIGN LOCATION
-  CHANNELIZING DEVICES
-  PROTECTIVE VEHICLE - RECOMMENDED

## TYPICAL ROUNDABOUT FLAGGING OPERATION TC-18

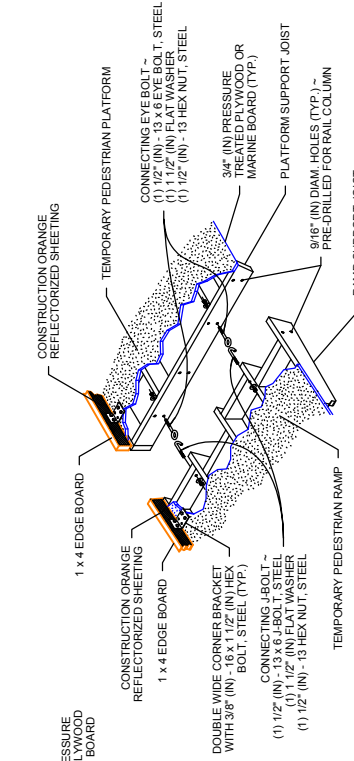
## ISOMETRIC VIEW



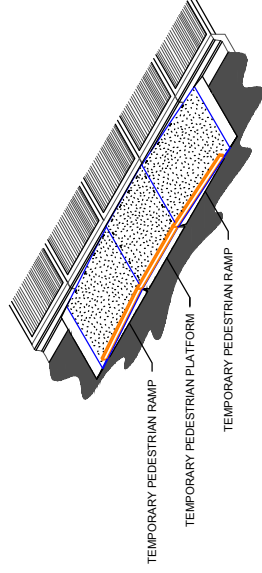
TOP VIEW  
PLATFORM DETAIL



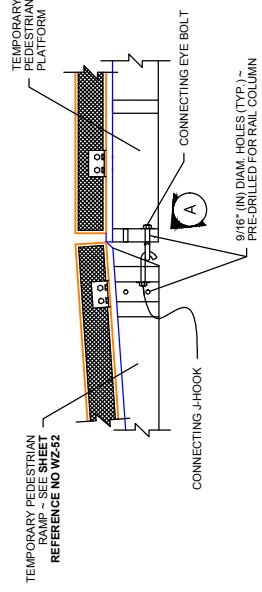
ELEVATION



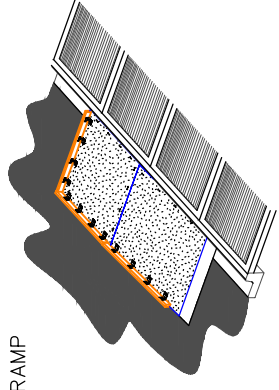
ISOMETRIC VIEW  
DETAIL A



ISOMETRIC VIEW  
DUAL RAMP



SIDE VIEW  
CONNECTION DETAIL



ISOMETRIC VIEW  
SINGLE RAMP

## NOTES

1. ALL HOLES SHOWN SHALL BE DRILLED TO FACILITATE REUSE 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" (IN). INSTALLED RAMPS SHALL BE NO STEEPER THAN 12H : 1V, AND SHALL HAVE A MINIMUM 12" (IN) FLAT WALKWAY. RAMPS SHALL BE REQUIRED TO ADJUST FOR EXISTING CONDITIONS AND TO PREVENT ROCKING. SHIMS SHALL BE NO HIGHER THAN 1" (IN), AND SHALL BE SECURED TO THE EXISTING SURFACE. RAMPS SHALL BE INSTALLED ON A 6" (IN) INSTALL A RAMP ON THE SIDEWALK, NO STEEPER THAN 12H : 1V, MADE OF GROUT OR AS APPROVED BY THE ENGINEER. ADJUSTMENTS TO THE PLATFORM BY 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.

# 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

## Woodland Creek Oil Water Separator Replacement

Prepared for:

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

Permittee / Owner	Developer	Operator / Contractor
City of Lacey	City of Lacey	TBD

### Project Location:

7<sup>th</sup> Avenue SE,

Lacey, WA 98503

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

Name	Organization	Contact Phone Number
TBD	TBD	TBD

### SWPPP Prepared By

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

### SWPPP Preparation Date

01/23/2023

### Project Construction Dates

Activity / Phase	Start Date	End Date
Construction	TBD	TBD

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## List of Acronyms and Abbreviations

<b>Acronym / Abbreviation</b>	<b>Explanation</b>
<b>303(d)</b>	Section of the Clean Water Act pertaining to Impaired Waterbodies
<b>BFO</b>	Bellingham Field Office of the Department of Ecology
<b>BMP(s)</b>	Best Management Practice(s)
<b>CESCL</b>	Certified Erosion and Sediment Control Lead
<b>CO<sub>2</sub></b>	Carbon Dioxide
<b>CRO</b>	Central Regional Office of the Department of Ecology
<b>CSWGP</b>	Construction Stormwater General Permit
<b>CWA</b>	Clean Water Act
<b>DMR</b>	Discharge Monitoring Report
<b>DO</b>	Dissolved Oxygen
<b>Ecology</b>	Washington State Department of Ecology
<b>EPA</b>	United States Environmental Protection Agency
<b>ERO</b>	Eastern Regional Office of the Department of Ecology
<b>ERTS</b>	Environmental Report Tracking System
<b>ESC</b>	Erosion and Sediment Control
<b>GULD</b>	General Use Level Designation
<b>NPDES</b>	National Pollutant Discharge Elimination System
<b>NTU</b>	Nephelometric Turbidity Units
<b>NWRO</b>	Northwest Regional Office of the Department of Ecology
<b>pH</b>	Power of Hydrogen
<b>RCW</b>	Revised Code of Washington
<b>SPCC</b>	Spill Prevention, Control, and Countermeasure
<b>su</b>	Standard Units
<b>SWMMEW</b>	Stormwater Management Manual for Eastern Washington
<b>SWMMWW</b>	Stormwater Management Manual for Western Washington
<b>SWPPP</b>	Stormwater Pollution Prevention Plan
<b>TESC</b>	Temporary Erosion and Sediment Control
<b>SWRO</b>	Southwest Regional Office of the Department of Ecology
<b>TMDL</b>	Total Maximum Daily Load
<b>VFO</b>	Vancouver Field Office of the Department of Ecology
<b>WAC</b>	Washington Administrative Code
<b>WSDOT</b>	Washington Department of Transportation
<b>WWHM</b>	Western Washington Hydrology Model

## Project Information (1.0)

Project/Site Name: Woodland Creek Stormwater Treatment Facility Oil Water Separator

Street/Location: 7<sup>th</sup> Ave SE

City: Lacey State: WA Zip code: 98503

Subdivision: 0 lots

Receiving waterbody: 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: 0.1 acres

Disturbed acreage: 0.02 acres

Existing structures: Oil water separator, 3 manholes, approximately 60 LF of 24" HDPE storm pipe.

Landscape topography: The site is flat (approximately 1% slope)

Drainage patterns: The site sheet flows north towards the Woodland Creek Stormwater Treatment Facility.

Existing Vegetation: The site is currently asphalt

Critical Areas (wetlands, streams, high erosion risk, steep or difficult to stabilize slopes):  
Woodland Creek runs to the sites north.

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

## Proposed Construction Activities (1.2)

Description of site development:

Development includes the removal of the existing oil water separator, 3 storm drain manholes, and approximately 60 LF of 24" storm sewer and the installation of a new stormwater pretreatment device, two storm drain manholes, and approximately 60 LF of 24" storm sewer.

Description of construction activities:

Site preparation includes asphalt removal, structure demolition, removal of on-site material, utility installations, road paving, material storage, landscaping, and stabilization.

Description of site drainage including flow from and onto adjacent properties. Must be consistent with Site Map in Appendix A:

Developed and pre-developed flow are identical. They both flow north towards the woodland creek stormwater treatment facility.

Description of final stabilization (example: extent of revegetation, paving, landscaping):

Final stabilization will include returning the site to its original state.

*Contaminated Site Information:*

Proposed activities regarding contaminated soils or groundwater:

There are no proposed activities involving contaminated soils or groundwater.

## Construction Stormwater Best Management Practices (BMPs) (2.0)

The SWPPP is a living document reflecting current conditions and changes throughout the life of the project. These changes may be informal (i.e. hand-written notes and deletions). Update the SWPPP when the CESCL has noted a deficiency in BMPs or deviation from original design.

### The 12 Elements (2.1)

#### Element 1: 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)

Existing asphalt roads and parking lots within in the construction perimeter will be utilized as construction access to the maximum extent feasible. Locations where the existing roads are to be removed or intersections with an existing road not within the construction perimeter a stabilized construction entrance shall be constructed to minimize the tracking of sediment onto any public road. Construction vehicle access and exit shall be limited to one route, if feasible. This stabilized construction entrance shall be constructed in accordance with the requirements of BMP C105. If sediment is tracked off-site, public roads shall be cleaned thoroughly at the end of each day, or more frequently during wet weather. Sediment shall be removed from roads by shoveling or pickup sweeping and shall be transported to a controlled sediment disposal area. Street washing will be allowed only after sediment is removed. Should tracking of sediments off-site continue to occur, wheel washes or construction road and parking area stabilization may be needed (BMPs 106 and 107). If sediment or quarry spalls are observed being tracked onto pavement, then alternative measures to keep the street free of sediment shall be used.

### 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 ☒

Stormwater flow rates will be controlled by BMP C209: Outlet Protection. The existing outlet protection at the Woodland Creek SWTF shall serve as outlet protection. The outlet protection is to be regularly inspected and maintained by the contractor per the guidance outlined in Lacey's 2022 Stormwater Design Manual.

#### 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:      06/15/2023                      End date:      07/26/2023

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

#### **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

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: Outlet protection shall be used to stabilize outlets. The existing outlet protection at the Woodland Creek Stormwater Treatment facility shall serve as outlet protection. The developed and predeveloped flows of the site are identical. The contractor shall inspect the outlet protection a minimum of once a week and daily during storm events. The contractor shall be responsible for the inspection and maintenance of the outlet. The outlet is part of a City of Lacey owned facility and a City employee may be needed to gain access for inspection. It is the contractor's responsibility to coordinate an inspection schedule with the City of Lacey. If maintenance and repair of the outlet is necessary, it is the reasonability of contractor to furnish and install all necessary upgrades in a timely manner.

### 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)
High pH (saw cutting asphalt)

Will maintenance, fueling, and/or repair of heavy equipment and vehicles occur on-site?

Yes                      No

Will wheel wash or tire bath system BMPs be used during construction?

Yes                      No

Will pH-modifying sources be present on-site?

Yes                      No

*Table 2 – pH-Modifying Sources*

	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
X	Asphalt Sawcutting

### BMP C152: Sawcutting and Surfacing Pollution Prevention

These management practices shall be used anytime sawcutting or surfacing operations take place.

The contractor shall continually monitor operations to determine whether slurry, cuttings, or process water could enter waters of the State. If inspections show that a violation of water quality standards could occur, stop operations, and immediately implement preventative measures such as secondary containment and vacuum trucks.

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 so dewatering is not expected. However, an existing oil water separator vault likely to contain polluted water is scheduled for removal. This water has the potential to be contaminated. Prior to excavation of the structure, this water shall be removed via a vacuum truck for legal disposal.

*Table 3 – Dewatering BMPs*

	Infiltration
X	Transport off-site in a vehicle (vacuum truck for legal disposal)
	Ecology-approved on-site chemical treatment or other suitable treatment technologies
	Sanitary or combined sewer discharge with local sewer district approval (last resort)
	Use of sedimentation bag with discharge to ditch or swale (small volumes of localized dewatering)

This project is scheduled for the dry season so dewatering is not expected, therefore no BMPs are recommended. However, an existing oil water separator vault likely to contain polluted water is scheduled for removal. This water has the potential to be contaminated. Prior to excavation of the structure, this water shall be removed via a vacuum truck for legal disposal.

The existing oil water separator shall be dewatered as the Contractor sees fit per construction phasing.

The contractor shall be responsible for furnishing all materials necessary for dewatering, performing the dewatering, and providing legal disposal.

#### 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.

Check all the management BMPs that apply at your site:

*Table 4 – Management*

X	Design the project to fit the existing topography, soils, and drainage patterns
X	Emphasize erosion control rather than sediment control
X	Minimize the extent and duration of the area exposed
X	Keep runoff velocities low
X	Retain sediment on-site
X	Thoroughly monitor site and maintain all ESC measures
X	Schedule major earthwork during the dry season
X	Keep necessary erosion and sediment control materials on hand

### Element 13: Protect Low Impact Development (LID) BMPs (2.1.13)

While LID BMPs are used on this project (Ecology BMP T5.40: Preserving Natural Vegetation), no LID BMPs requiring protection are proposed.

## Pollution Prevention Team (3.0)

*Table 5 – 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>	Southwest Region Office (Lacey)	(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

File a blank form under Appendix D.

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, pH, temperature, and dissolved oxygen. All stormwater and dewatering discharges from the site are subject to an **effluent limit** of 8.5 su for pH and/or 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 6 – 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 7 – 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

pH

The receiving waterbody, Woodland Creek, is impaired for: pH, fecal coliform bacteria, temperature, dissolved oxygen. All stormwater and dewatering discharges from the site are subject to an **effluent limit** of 8.5 su for pH and/or 25 NTU for turbidity.

### TMDL Waterbodies (5.2)

Waste Load Allocation for CWSGP discharges:

Discharges to TMDL receiving waterbodies will meet in-stream water quality criteria at the point of discharge.

The Construction Stormwater General Permit Proposed New Discharge to an Impaired Water Body form is included in Appendix F.

## Reporting and Record Keeping (6.0)

### Record Keeping (6.1)

#### Site Log Book (6.1.1)

A site log book will be maintained for all on-site construction activities and will include:

- A record of the implementation of the SWPPP and other permit requirements
- Site inspections
- Sample logs

#### Records Retention (6.1.2)

Records will be retained during the life of the project and for a minimum of three (3) years following the termination of permit coverage in accordance with Special Condition S5.C of the CSWGP.

Permit documentation to be retained on-site:

- CSWGP
- Permit Coverage Letter
- SWPPP
- Site Log Book

Permit documentation will be provided within 14 days of receipt of a written request from Ecology. A copy of the SWPPP or access to the SWPPP will be provided to the public when requested in writing in accordance with Special Condition S5.G.2.b of the CSWGP.

#### Updating the SWPPP (6.1.3)

The SWPPP will be modified if:

- Found ineffective in eliminating or significantly minimizing pollutants in stormwater discharges from the site.
- There is a change in design, construction, operation, or maintenance at the construction site that has, or could have, a significant effect on the discharge of pollutants to waters of the State.

The SWPPP will be modified within seven (7) days if inspection(s) or investigation(s) determine additional or modified BMPs are necessary for compliance. An updated timeline for BMP implementation will be prepared.

## Reporting (6.2)

### Discharge Monitoring Reports (6.2.1)

**Cumulative soil disturbance is 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.

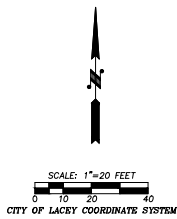
- Central Region at (509) 575-2490 for Benton, Chelan, Douglas, Kittitas, Klickitat, Okanogan, or Yakima County
- Eastern Region at (509) 329-3400 for Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Spokane, Stevens, Walla Walla, or Whitman County
- Northwest Region 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.

## A - Site Map



#### NOTES:

1. NO GRADING IS SCHEDULED. FINAL SLOPES, CONTOURS, AND DIRECTION OF STORMWATER FLOW MATCH THE EXISTING SLOPES, CONTOURS, AND STORMWATER FLOW.
2. STORMWATER FLOWS NORTH ALONG 7TH AVE UNTIL IT EMPTIES INTO THE SWTF.
3. SELECTED BMPs:
  - 3.1. BMP C101: PRESERVING NATURAL VEGETATION
  - 3.2. BMP C107: CONSTRUCTION ROAD/PARKING AREA STABILIZATION
  - 3.3. BMP C150: MATERIALS ON HAND
  - 3.4. BMP C152: SAWCUTTING AND SURFACING POLLUTION PREVENTION
  - 3.5. BMP C162: SCHEDULING
  - 3.6. BMP C209: OUTLET PROTECTION
  - 3.7. BMP C220: INLET PROTECTION

BMPs NOT CALLED OUT ON THE SITE MAP ARE PROCEDURAL IN NATURE AND WILL BE IN EFFECT OVER THE ENTIRETY OF THE SITE FOR THE DURATION OF THE PROJECT.



# B -BMP Detail

Preserving Natural Vegetation (BMP C101)

Construction Road/Parking Area Stabilization (BMP C107)

Materials on Hand (BMP C150)

Sawcutting and Surfacing Pollution Prevention (BMP C152)

Scheduling (BMP C162)

Outlet Protection (BMP C209)

Inlet Protection (BMP C220)

## **BMP C101: Preserving Natural Vegetation**

### ***Purpose***

The purpose of preserving natural vegetation is to reduce erosion wherever practicable. Limiting site disturbance is the single most effective method for reducing erosion. For example, conifers can hold up to about 50 percent of all rain that falls during a storm. Up to 20 to 30 percent of this rain may never reach the ground but is taken up by the tree or evaporates. Another benefit is that the rain held in the tree can be released slowly to the ground after the storm.

### ***Conditions of Use***

- Natural vegetation must be preserved on steep slopes, near perennial and intermittent watercourses or swales, and on building sites in forested areas.
- As required by the City or other agencies.

### ***Design and Installation Specifications***

Natural vegetation can be preserved in natural clumps or as individual trees, shrubs and vines.

The preservation of individual plants is more difficult because heavy equipment is generally used to remove unwanted vegetation. The points to remember when attempting to save individual plants are:

- Is the plant worth saving? Consider the location, species, size, age, vigor, and the work involved. City ordinances to save natural vegetation and trees should be reviewed.
- Fence or clearly mark areas around trees that are to be saved. It is preferable to keep ground disturbance away from the trees at least as far out as the dripline.

Plants need protection from three kinds of injuries:

- **Construction Equipment:** This injury can be above or below the ground level. Damage results from scarring, cutting of roots, and compaction of the soil. Placing a fenced buffer zone around plants to be saved prior to construction can prevent construction equipment injuries.
- **Grade Changes:** Changing the natural ground level will alter grades, which affects the plant's ability to obtain the necessary air, water, and minerals. Minor fills usually do not cause problems although sensitivity between species does vary and should be checked. Trees can typically tolerate fill of 6 inches or less. For shrubs and other plants, the fill should be less.

When there are major changes in grade, it may become necessary to supply air to the roots of plants. This can be done by placing a layer of gravel and a tile system over the roots before the fill is made. A tile system protects a tree from a raised grade. The tile system should be laid out on the original grade leading from a dry well around the tree trunk. The system should then be covered with small stones to allow air to circulate over the root area.

Lowering the natural ground level can seriously damage trees and shrubs. The highest percentage of the plant roots are in the upper 12 inches of the soil and cuts of only 2 to 3 inches can cause serious injury. To protect the roots it may be necessary to terrace the immediate area around the plants to be saved. If roots are exposed, construction of retaining walls may be needed to keep the soil in place. Plants can also be preserved by leaving them on an undisturbed, gently sloping mound. To increase the chances for survival, it is best to limit grade changes and other soil disturbances to areas outside the dripline of the plant.

- **Excavations:** Protect trees and other plants when excavating for drainfields, power, water, and sewer lines. Where possible, the trenches should be routed around trees and large shrubs. When this is not possible, it is best to tunnel under them. This can be done with hand tools or with power augers. If it is not possible to route the trench around plants to be saved, then the following should be observed:
  - Cut as few roots as possible. When you have to cut, cut clean. Paint cut root ends with a wood dressing like asphalt base paint if roots will be exposed for more than 24 hours.
  - Backfill the trench as soon as possible.
  - Tunnel beneath root systems as close to the center of the main trunk to preserve most of the important feeder roots.

Some problems that can be encountered with a few specific trees are:

- Maple, dogwood, red alder, western hemlock, western red cedar, and Douglas-fir do not readily adjust to changes in environment and special care should be taken to protect these trees.
- The windthrow hazard of Pacific silver fir and Pacific madrone is high, while that of western hemlock is moderate. The danger of windthrow increases where dense stands have been thinned. Other species (unless they are on shallow, wet soils less than 20 inches deep) have a low windthrow hazard.
- Cottonwoods, maples, and willows have water-seeking roots. These can cause trouble in sewer lines and infiltration fields. On the other hand, they thrive in high moisture conditions that other trees would not.

- Thinning operations in pure or mixed stands of grand fir, Pacific silver fir, noble fir, Sitka spruce, western red cedar, western hemlock, Pacific dogwood, and red alder can cause serious disease problems. Disease can become established through damaged limbs, trunks, roots, and freshly cut stumps. Diseased and weakened trees are also susceptible to insect attack.

### ***Maintenance Standards***

- Inspect flagged and/or fenced areas regularly to make sure flagging or fencing has not been removed or damaged. If the flagging or fencing has been damaged or visibility reduced, it shall be repaired or replaced immediately and visibility restored.
- If tree roots have been exposed or injured, prune cleanly with an appropriate pruning saw or loppers directly above the damaged roots and recover with native soils. Treatment of sap flowing trees (e.g., fir, hemlock, pine, soft maples) is not advised as sap forms a natural healing barrier.

**BMP C107: Construction Road/Parking Area Stabilization*****Purpose***

Stabilizing subdivision roads, parking areas, and other on-site vehicle transportation routes immediately after grading reduces erosion caused by construction traffic or runoff.

***Conditions of Use***

- Roads or parking areas shall be stabilized wherever they are constructed, whether permanent or temporary, for use by construction traffic.
- BMP C103: High-Visibility Fence shall be installed, if necessary, to limit the access of vehicles to only those roads and parking areas that are stabilized.

***Design and Installation Specifications***

- On areas that will receive asphalt as part of the project, install the first lift as soon as possible. However, this is not appropriate when final surface is permeable pavement.
- A 6-inch depth of 2- to 4-inch crushed rock, gravel base, or crushed surfacing base course shall be applied immediately after grading or utility installation. A 4-inch course of asphalt treated base (ATB) may also be used, or the road/parking area may be paved. If the area will not be used for permanent roads, parking areas, or structures, a 6-inch depth of hog fuel may also be used, but this is likely to require more maintenance. Whenever possible, construction roads and parking areas shall be placed on a firm, compacted subgrade.
- 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.
- Temporary road gradients shall not exceed 15 percent. Roadways shall be carefully graded to drain. Drainage ditches shall be provided on each side of the roadway in the case of a crowned section, or on one side in the case of a super-elevated section. Drainage ditches shall be directed to a sediment control BMP.
- Rather than relying on ditches, it may also be possible to grade the road so that runoff sheet-flows into a heavily vegetated area with a well-developed topsoil. Landscaped areas are not adequate. If this area has at least 50 feet of vegetation that water can flow through, then it is generally preferable to use the vegetation to treat runoff, rather than a sediment pond or trap. The 50 feet shall not include wetlands or their buffers. If runoff is allowed to sheetflow through adjacent vegetated areas, it is vital to design the roadways and parking areas so that no concentrated runoff is created.
- Storm drain inlets shall be protected to prevent sediment-laden water entering the stormwater drainage system (see BMP C220: Inlet Protection).

***Maintenance Standards***

- Inspect stabilized areas regularly, especially after large storm events.
- Crushed rock, gravel base, hog fuel, etc., shall be added as required to maintain a stable driving surface and to stabilize any areas that have eroded.
- Following construction, these areas shall be restored to preconstruction condition or better to prevent future erosion.
- Perform street cleaning at the end of each day or more often if necessary.

## 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 C152: Sawcutting and Surfacing Pollution Prevention*****Purpose***

Sawcutting and surfacing operations generate slurry and process water that contains fine particles and high pH (concrete cutting), both of which can violate the water quality standards in the receiving water. Concrete spillage or concrete discharge to surface waters of the State is prohibited. Use this BMP to minimize and eliminate process water and slurry from entering waters of the State.

***Conditions of Use***

Utilize these management practices anytime sawcutting or surfacing operations take place. Sawcutting and surfacing operations include, but are not limited to, the following:

- Sawing
- Coring
- Grinding
- Roughening
- Hydro-demolition
- Bridge and road surfacing

***Design and Installation Specifications***

- Vacuum slurry and cuttings during cutting and surfacing operations.
- Slurry and cuttings shall not remain on permanent concrete or asphalt pavement overnight.
- Slurry and cuttings shall not drain to any natural or constructed drainage conveyance including stormwater systems. This may require temporarily blocking catch basins.
- Dispose of collected slurry and cuttings in a manner that does not violate groundwater or surface water quality standards.
- Do not allow process water generated during hydro-demolition, surface roughening or similar operations to drain to any natural or constructed drainage conveyance including stormwater systems. Dispose process water in a manner that does not violate groundwater or surface water quality standards.

- Handle and dispose cleaning waste material and demolition debris in a manner that does not cause contamination of water. Dispose of sweeping material from a pick-up sweeper at an appropriate disposal site.

***Maintenance Standards***

- Continually monitor operations to determine whether slurry, cuttings, or process water could enter waters of the State. If inspections show that a violation of water quality standards could occur, stop operations, and immediately implement preventive measures such as berms, barriers, secondary containment, and vacuum trucks.

**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.

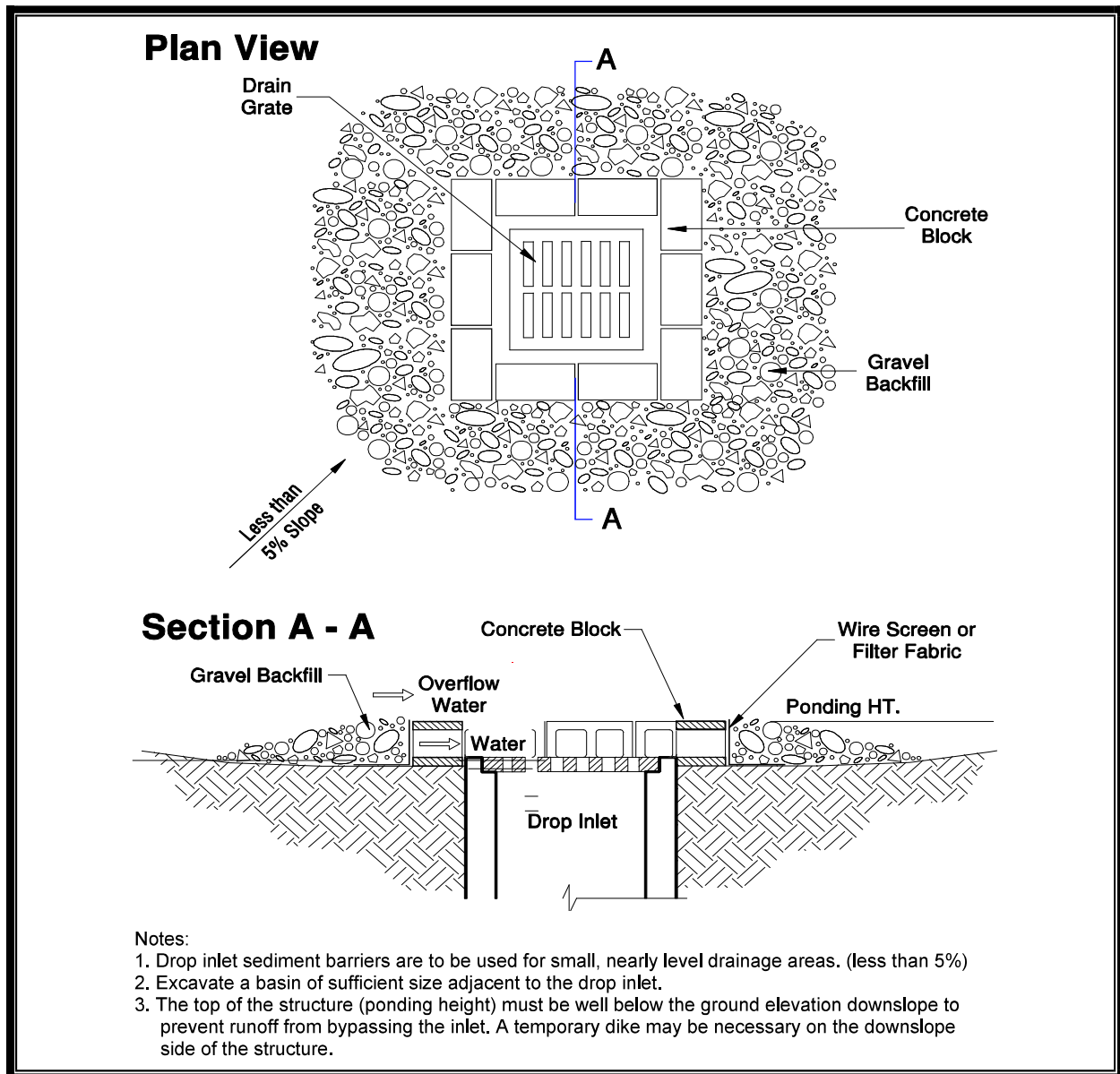
### ***Maintenance Standards***

- 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***

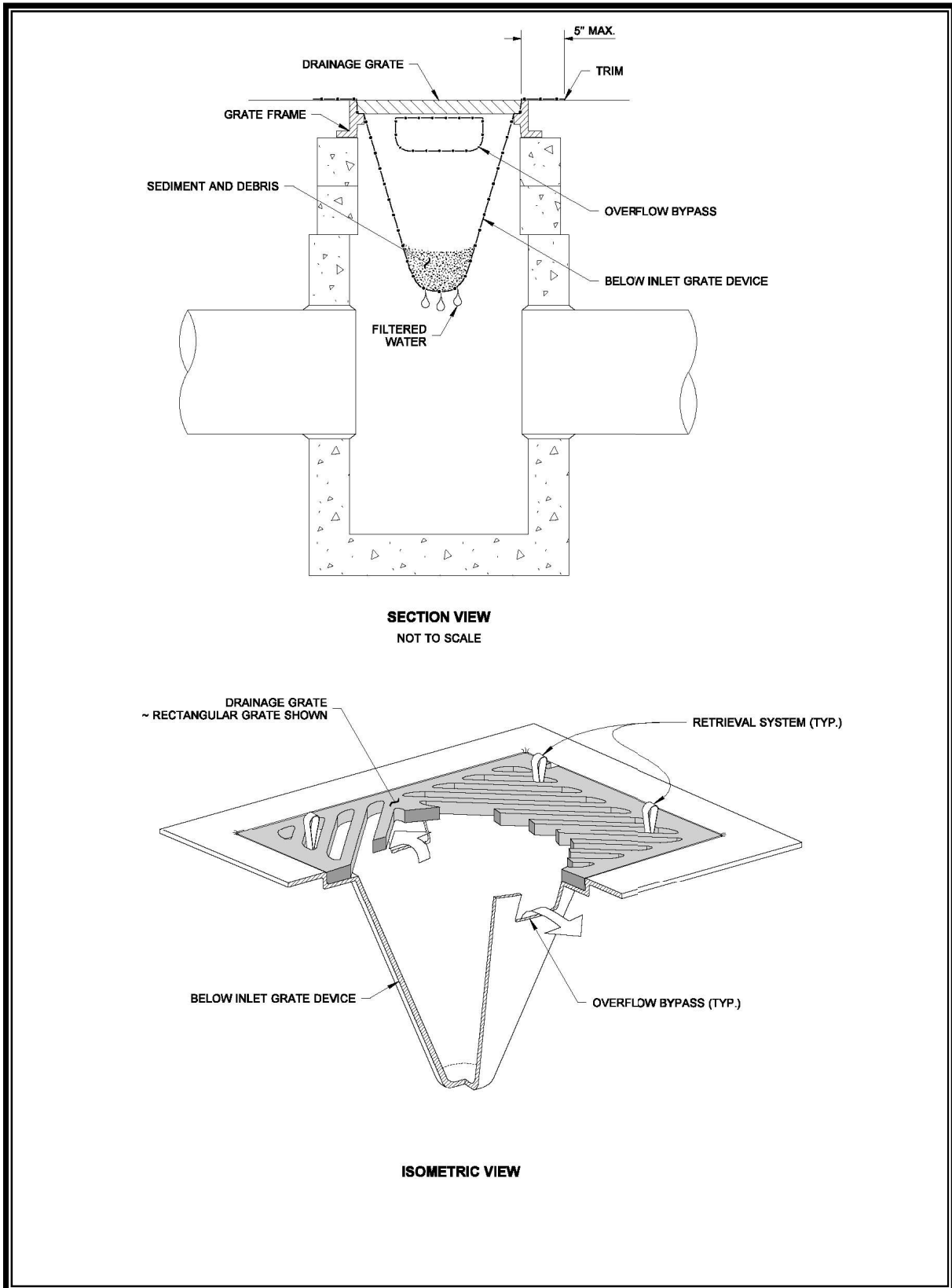
Ecology has approved specific products as able to meet the requirements of BMP C220. However, the products did not pass through the Technology Assessment Protocol – Ecology (TAPE) process. The list of products that Ecology has approved as functionally equivalent are available on Ecology’s website at <<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.



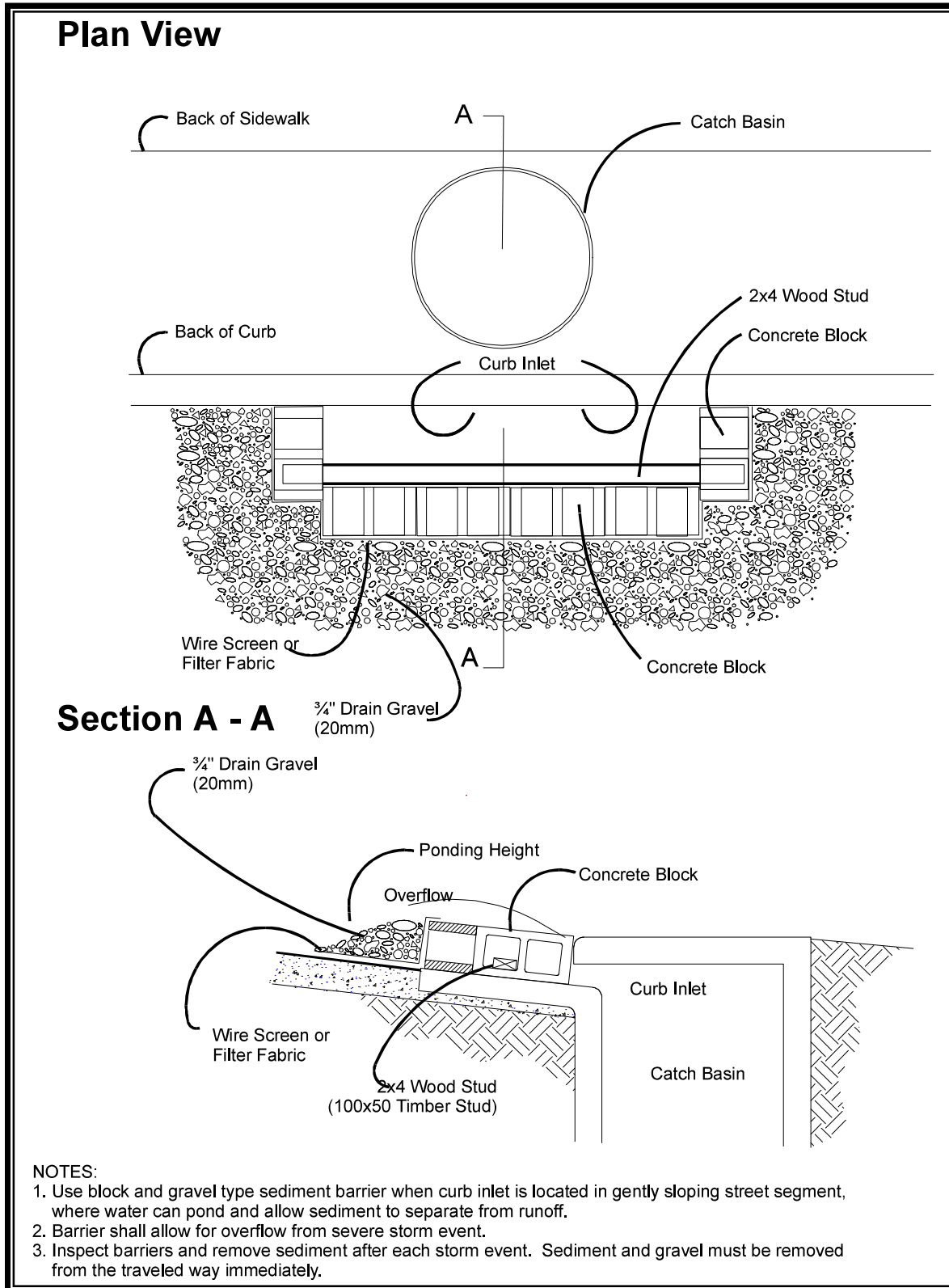
Source: Ecology

**Figure 5.16. Block and Gravel Filter.**



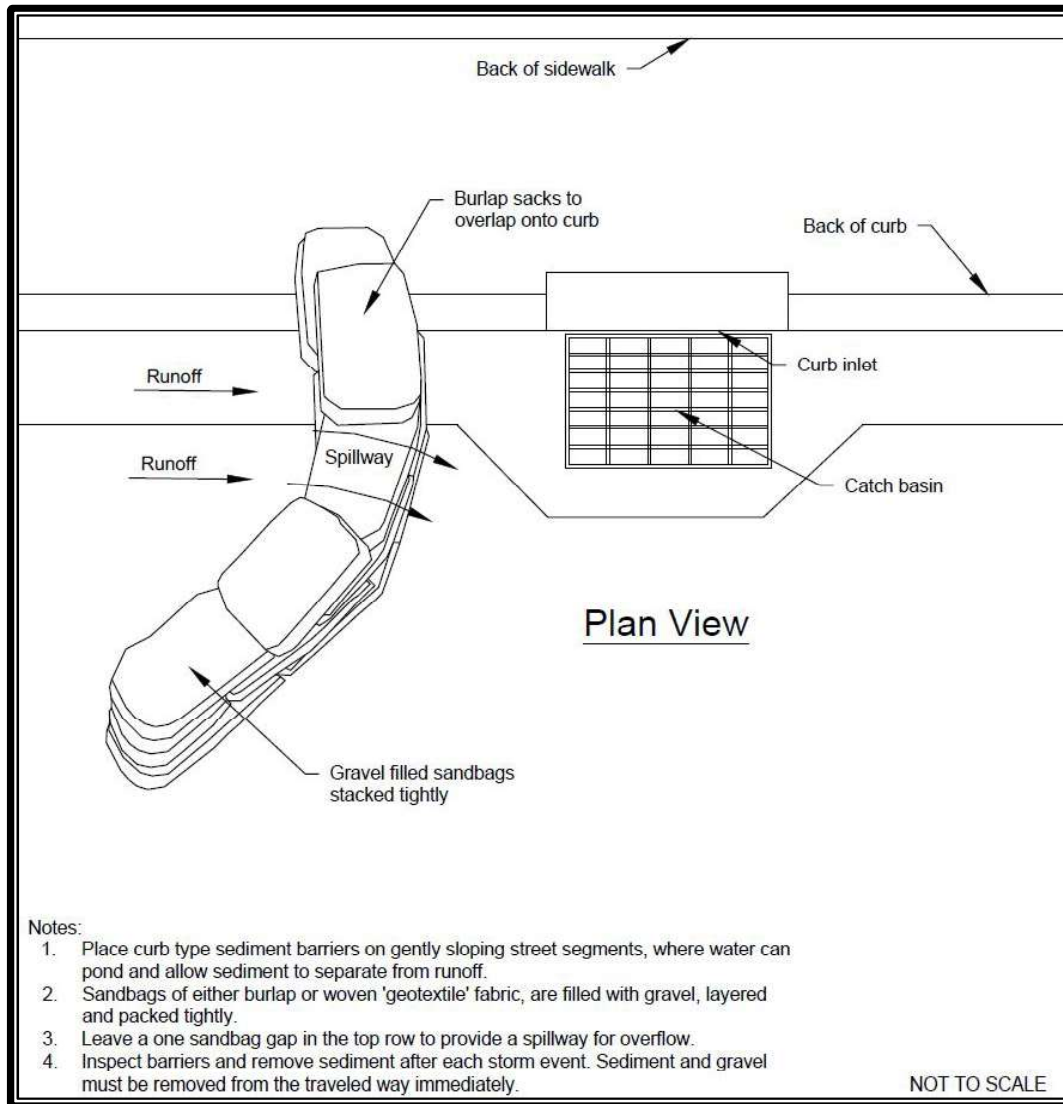
Source: WSDOT

**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.**

## 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>WAR312371</b>
<b>Site Name:</b>	<b>Woodland Creek Oil Water Separator</b>
<b>Location:</b>	<b>7<sup>th</sup> Avenue Southeast</b>
	<b>Lacey, WA</b>
	<b>County: Thurston</b>
<b>Disturbed Acres:</b>	<b>.018</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](http://www.ecology.wa.gov/eCoverage-packet)<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.