

Contract Provisions for:

Muck Creek Mitigation

PROJECT No. SW 0254

April 17, 2025

Bid No: 25-C3136



City of Kenmore
18120 68th Avenue NE
Kenmore, Washington 98028-2701
Telephone (425) 398-8900

BID DOCUMENTS ONLY – NOT FOR CONSTRUCTION

Contract Provisions for:


Muck Creek Mitigation

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The following individuals hereby certify that the following elements of these specifications have been properly prepared by them, or under their supervision and direction.

Certificate	Nature of Engineering Certification
 04/10/25 Tarelle Osborn, PE Osborn Consulting, Inc.	Site Preparation, Site Grading, Stream Design and Restoration

Accepted by: _____

Richard Sawyer, Environmental Services Director
City of Kenmore
18120 68th Ave NE
Kenmore, WA 98028



BID DOCUMENTS ONLY – NOT FOR CONSTRUCTION

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I - CALL FOR BIDS



CITY OF KENMORE CALL FOR BIDS

PROJECT NAME: Muck Creek Mitigation

BID NUMBER: 25-C3136

BIDS DUE: May 7, 2025 at 12:00 PM EXACTLY

Notice is hereby given that bid proposals will be received by Kenmore City Clerk via email at bids@kenmorewa.gov. Bids are due electronically no later than May 7, 2025 at 12:00:00 PM EXACTLY, Pacific local time, at which time bids for the above referenced project will be opened and publicly read via Zoom. The link for the virtual bid opening will be provided on the City's website at www.kenmorewa.gov/requestsforproposals at least one hour prior to the bid opening. Bids shall be delivered to the City per Section II – Instructions to Bidders and General Terms and Conditions. Bid proposals received after this date and time will not be considered.

The City of Kenmore seeks a contractor to furnish all labor, materials and equipment necessary to complete the project referenced above. The work shall include, but is not limited to, furnishing all labor, equipment, and materials necessary to construct a new stream channel and wetland including grading throughout the project site to improve the local stream pattern, increase floodplain connectivity, provide more reliable hydrology for the wetland, and increase the area of the wetland. Large woody material (LWM) will be installed to promote stream stability and provide habitat. Native plant species will be planted throughout the project area, and invasive species will be removed from the site to the maximum extent practicable. The project will also involve installing temporary erosion and sediment controls and temporary stream diversions to facilitate the work previously described.

All bidding shall be based upon compliance with the Contract Plans and Contract Provisions.

The estimated construction cost: \$1,184,000.00
Contract Working Days: 50

Free-of-charge access to project bid documents (plans, specifications, addenda, and Bidders List) is provided to Prime Bidders, Subcontractors, and Vendors by going to www.bxwa.com and clicking on "Posted Projects", "Public Works", and "City of Kenmore". This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders "Register" in order to receive automatic e-mail notification of future addenda and to place themselves on the "Self-Registered Bidders List". Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact Builders Exchange of Washington at (425) 258-1303 should you require assistance with access or registration. Plans, specifications, and addenda are also available for viewing only at the City of Kenmore City Hall. All questions regarding this project shall be submitted electronically to Andrew Silvia at

asilvia@kenmorewa.gov. The City will not respond to phone calls or in-person requests.

All bidders must certify that they are not on the Controller General's list of ineligible contractors or on the list of parties excluded from Federal procurement or non-procurement programs.

The City of Kenmore, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252,42 U.S.C. 2000d to 2000d-4), the Regulations, and City policy, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, gender, age, ethnicity, religious beliefs, sexual orientation, gender identity, indigenous identity, national origin, political beliefs, and primary language in consideration for an award.

The City of Kenmore is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality, disability, or sexual orientation and encourages disadvantaged, minority, and women-owned firms to respond. The City encourages submittals from firms that demonstrate the same values and commitment.

Published:

Seattle Times and Seattle Daily Journal of Commerce – April 17, 2025 &
April 24, 2025

II - INSTRUCTIONS TO BIDDERS AND GENERAL TERMS AND CONDITIONS

INSTRUCTIONS TO BIDDERS AND GENERAL TERMS AND CONDITIONS

1. ADDENDA

No alteration or modification of the terms and conditions of these Contract Documents will be binding unless included in a written addendum issued and approved by the City. Bidders are responsible for checking the City of Kenmore link on the Builder's Exchange website for the issuance of any addenda prior to submitting a bid. Bids shall reflect performance according to the Addenda. No Bid Bond shall be released for failure to consider Addenda. Receipt of addenda to the bid documents by a bidder must be acknowledged on the bid form. Failure to acknowledge receipt of any addenda shall not relieve the bidder from fulfilling all of the requirements of the Contract and may be considered an irregularity in the proposal.

2. APPLICABLE LAW AND VENUE

Washington law shall apply. Venue for any litigation or other legal proceedings shall be King County, Washington

3. AWARD OF CONTRACT

The City expressly reserves the right to reject any or all Bids, and the right to waive any informalities or irregularities in any Bid or in any Bidding and to further Award the project to the lowest, responsive, responsible Bidder whose Bid complies with all of the prescribed formalities, as it best serves the interest of the City. After the date and hour set for the opening of Bids, no Bidder may withdraw its Bid unless the Award of the Contract is delayed for a period exceeding forty-five (45) calendar days following Bid opening. All Bidders agree to be bound by their Bids until the expiration of this stated time period.

4. BID PRICE

The bid price shall include everything necessary to perform and complete the contract, including, but not limited to, furnishing all materials, equipment, tools, transportation, supplies, plant, and other facilities, and all management, superintendent's labor and service, except as may be provided otherwise in the Contract Documents.

5. BID PROPOSAL

Proposals are to be submitted only on the forms provided with these Contract Provisions. Substitutions will not be accepted. The Bid Proposal shall contain an acknowledgement of receipt of all addenda (the numbers of which shall be filled in on the Bid Proposal). The address to which communications regarding

the Bid are to be directed must be shown. No oral, electronic, telephonic, facsimile, or telegraphic bids or modifications will be accepted.

6. BID PROTEST

Any bid protest submittal shall be delivered to:

City of Kenmore
Attn: Andrew Silvia
18120 68th Avenue NE
Kenmore, Washington 98028

The words "Bid Protest" along with the bid number and title shall be written prominently and clearly displayed on any outer cover containing the protest notice as well as the notice itself. The following minimum information must be included in the written protest notice: 1) the name, address and phone number (including area code) of the protesting bidder; 2) the protesting bidder contact person's name and telephone number (including area code); and 3) a statement(s) describing the nature of the protest along with supporting documentation; 4) the City bid number and title. Bid protests must be received no later than 2 business days after the bid opening date and time.

7. BID SECURITY DEPOSIT

All proposals must be accompanied by a **Bid Bond** in the form as set forth in Section 3, a certified check on a solvent bank, or a postal money order payable to the City of Kenmore, in the sum of five percent (5%) of the total bid amount. The bonding company shall be currently approved and be registered with the Washington State Insurance Commissioner, appear on the current Authorized Insurance List in the State of Washington published by the office of the Insurance Commissioner and be acceptable to the City. Said bond, certified check or postal money order will be held as a guarantee that the successful Bidder will, within ten calendar days after the award date, (1) return the signed Contract, (2) furnish approved Payment and Performance Bonds, on the forms enclosed herein in amounts equal to one hundred percent (100%) of the amount of the Contract, including state sales tax; and (3) furnish the Certificate of Insurance and other forms as required in Special Provision Section 1-07.18 "Insurance." In case of refusal or failure to enter into said Contract and/or provide the required bonds and proof of insurance coverage, endorsements and insurance coverage questionnaire within ten (10) calendar days after the award date, the Bid Deposit shall be forfeited to the City in accordance with RCW 35.23.352. Upon the execution of the Contract and the approval on behalf of the City of the accompanying bonds and insurance policies, or upon rejection of the bid proposals, the Bid Security Deposit will be returned to each bidder.

8. INDEMNIFICATION/HOLD HARMLESS

The Contract Documents include provisions for indemnity of the City and waiver of employer's immunity under Title 51 RCW. The Bidder should review and be familiar with those provisions prior to submitting a bid.

9. INTERPRETATION OF CONTRACT DOCUMENTS

Requests for an interpretation of the bid or Contract Documents and any other questions must be directed via email to Andrew Silvia at asilvia@kenmorewa.gov by close of business (5:00pm) 5 business days prior to the bid closing date. Questions via phone or in person will not be accepted or a response given. See Special Provision 1-02.4(1) for more details.

Addenda will be posted on the Builder's Exchange website, <http://www.bxwa.com>. Bidders must be registered with the project on the Builder's Exchange to receive notification of any addendum issues. All such addenda shall become part of the bid specifications. Where a request for interpretation delivered to the City after the deadline and where a response from the City cannot be obtained prior to the bid opening, it is understood that the Bidder has made provisions for a more costly method before submitting the bid. Where conflicts or omissions occur in Plans, Specifications, or other related Contract Documents, Bidders shall assume the more stringent requirements and verify with the City before beginning work.

10. LOW RESPONSIBLE BIDDER

It is the intent of the City to award a contract to the low responsible bidder. Before award, the bidder must meet the following state responsibility criteria and, if applicable, supplemental responsibility criteria to be considered a responsible bidder. The bidder is required to submit documentation demonstrating compliance with the criteria.

A. State Responsibility Criteria. The Bidder must meet the following state responsibility criteria:

- 1) At the time of bid submittal, have a current certification of registration in compliance with chapter [18.27 RCW](#).
- 2) Have a current Washington State Unified Business Identifier (UBI) number.
- 3) Not be disqualified from bidding on any public works contract under [RCW 39.06.010 or 39.12.065\(3\)](#).
- 4) If applicable:
 - a) Have Industrial Insurance (workers' compensation) coverage for the Bidder's employees working in Washington State, as required in [Title 51 RCW](#);
 - b) Have a Washington State Employment Security Department number, as required in [Title 50 RCW](#); and
 - c) Have a Washington State Department of Revenue state excise tax registration number, as required in [Title 82 RCW](#).
- 5) For contracts \$1,000,000 or over, the bidder must not have violated the "Off-Site Prefabricated Non-Standard Project

Specific Items” reporting requirements more than one time, as determined by the Department of Labor and Industries.

- B. Supplemental Bidder Responsibility Criteria. Supplement criteria applicable to this project are included in Special Provision Section 1-02.14. Modifications to the supplemental criteria shall be at the sole discretion of the City and in accord with the requirements of the Special Provisions.

11. MATERIAL SUBSTITUTIONS

Material substitutions for products identified in the plans and specifications will not be allowed during the bid process.

12. PREVAILING WAGES

The prevailing rate of wage to be paid to all workmen, laborers, or mechanics employed in the performance of the Contract shall comply with the provisions of Chapter 39.12, RCW “Prevailing Wages on Public Works,” as amended, and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities where the Contract will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are by reference made a part of the Contract as though fully set forth herein.

13. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS

In accordance with [RCW 39.04.380](#), a Reciprocal Preference for Resident Contractors will be enforced. For a public works bid received from a nonresident contractor from a state that provides an in-state percentage bidding preference, a Comparable Percentage Disadvantage (CPD) will be applied to the bid of that nonresident contractor. The CPD is the in-state contractor percent advantage provided by the contractor’s home state.

For the purpose of determining the successful low Bidder, the City will multiply the Nonresident Contractor bid amount by the CPD. The “bid amount” shall be the total of the based bid and all accepted alternate bid items. The CPD shall be added to the Nonresident Contractor bid amount which equates to the Nonresident Disadvantage Total. The Nonresident Disadvantage Total shall be compared to the Washington Contractor bid amounts. The bidder with the lowest total shall be the Contractor.

14. SIGNATURE

Each bid must be signed in longhand by the Bidder with the Bidder’s usual signature. Bids by partnerships must be executed in the partnership name by an authorized partner. Bids by corporations must be executed in the corporate name by the President or a Vice President (or other corporate officer

accompanied by evidence of authority to sign). Bids by limited liability companies must be executed in the company name, state the name of all members, and be signed by a managing member whose title must appear under the signature. The official address of the individual, corporation, partnership or limited liability company must be shown below the signature. **Note:** Any correction to a bid made by interlineation, alteration or erasure shall be initialed by the person signing the bid.

15. **STANDARD SPECIFICATIONS**

The Contract Documents incorporate by reference the 2024 Standard Specifications for Road, Bridge and Municipal Construction, issued by the Washington Department of Transportation (WSDOT), as modified or supplemented by the Special Provisions (collectively referred to in the Contract Provisions as the "Specification" or "Specifications"). Deletion, amendment, alteration or additions to any subsection or portion of the Standard Specifications shall pertain only to that particular portion of the section, and the balance shall continue to be in force. Bidders shall be familiar with the requirements of the Specifications and shall obtain these publications at the Bidder's own expense. The WSDOT specifications can be found at <https://wsdot.wa.gov/engineering-standards>.

16. **SUBCONTRACTOR**

For contracts that are expected to cost one million dollars or more, the bidder shall submit as part of the bid, or within one hour after the published bid submittal time, the names of the Subcontractors with whom the bidder, if awarded the contract, will subcontract for performance of the work of HVAC (heating, ventilation and air conditioning), plumbing ([RCW, Chapter 18.106](#)) and electrical ([RCW, Chapter 19.28](#)) or to name itself for the Work. The bidder shall not list more than one subcontractor for each category of Work identified, unless Subcontractors vary with bid alternates, in which case the bidder must indicate which subcontractor will be used for which alternate. Failure of the bidder to submit as part of the bid the names of such Subcontractors or to name itself to perform such work or the naming of two or more subcontractors to perform the same work shall render the bidder's bid nonresponsive and, therefore, void.

For each subcontractor who will subcontract for performance of twenty-five percent (25%) or more of the total amount of the bid, the bidder shall furnish to the City a statement of qualifications for each subcontractor on the Statement of Subcontractor's Qualifications form located in Section 3, Bid Proposal. Said statement shall be submitted as part of the bid or within 24 hours after the published bid submittal time. Failure to submit a subcontractor's Statement of Qualifications may be considered a bid irregularity per bullet No. 2 of specification section 1-02.13.

17. **SUBMISSION OF BIDS**

To receive consideration, bids shall be submitted electronically prior to the bid due date and time via email. Please include bid number, title of bid and company name in the email title and send scanned pdf bid attachments to:

bids@kenmorewa.gov

Bidders are solely responsible for electronic delivery of their Bid Proposal and any revisions. The City's email can accept file sizes up to 25MB, however bidders are advised to verify with their email providers, any document size restrictions they may have in SENDING documents. Should size restrictions prevent the entire bid being sent in one email, bidders may provide their bids over multiple emails. If bids are sent over multiple emails, each email should be numbered (i.e. Part 1 of #, Part 2 of #, etc.) for clarity. For bids sent in multiple emails, only portions received by the specific bid due date and time will be considered. The City assumes no responsibility for delayed delivery. No oral, telephonic or facsimile bids or modifications will be accepted. Any bid or modification of a bid received after the scheduled time and date for the bid closing, regardless of cause, will not be accepted or considered. Electronic bids received after the bid opening date and time will not be accepted.

By transmitting the bid proposal to the City, bidders attest that the authorized representative of the bidder represents that 1) an original hand signed bid proposal and an original bid guarantee bond are in the possession of the bidder, 2) the bidder is agreeing to be bound by all of the conditions of the bid documents and 3) will present the signed bid proposal and other required documents including the bid guarantee bond upon request of the City.

Bids remain confidential until bid opening after which bids are considered a public record subject to public disclosure under Chapter [42.56 RCW](#). Bidder shall mark as "proprietary" any information that Bidder believes meets the exemption under [RCW 42.56.270\(1\)](#). This assertion of proprietary information will be considered by the City in response to public records requests. Bid results will be made available as soon as practical following the bid opening. Bid results may be viewed on-line at the City of Kenmore link on the Builder's Exchange website: <http://www.bxwa.com> and also at the City of Kenmore website: <http://www.kenmorewa.gov>, click on "Government", "Working with the City", "Bids & RFPs".

18. TAXES

- A. All or a portion of the labor and materials furnished under this Contract may be subject to retail sales taxes and other state and local taxes which taxes are payable by the Contractor.
- B. All questions concerning applicable taxes on any portion of the Work should be directed by the Contractor to the State of Washington Department of Revenue or the local taxing authority.

- C. All retail sales taxes applicable (a) to sales to City of tangible personal property or (b) to charges to City for labor or services which constitute a retail sale under RCW [82.04.050](#) will be paid by City.
- D. Contracts Involving "Public Roads Construction":
 - 1. All or a portion of the Work may constitute "public road construction" as defined in Washington Administrative Code §[458-20-171](#) (Washington Department of Revenue Rule 171). Under Rule 171, the performance of the work by the Contractor which constitutes "public road construction" does not constitute a "retail sale" to City. Therefore, State and local retail sales taxes will not be paid by City on Work which constitutes public road construction. However, State and local retail sales taxes are payable by the Contractor on all purchases and rentals of materials, tools, machinery, equipment, and supplies used or consumed by the Contractor in the performance of the Work.

19. WITHDRAWING OF BID

Bids may not be withdrawn after opening except as noted in bullet 3, Award of Contract.

20. BUSINESS REGISTRATION

All contractors and subcontractors will be required to register their business if performing work in the City of Kenmore. Contractors shall register their business at the Washington State Department of Revenue (<https://dor.wa.gov/>). The cost for registering a business shall be included in the various bid items.

III - BID DOCUMENTS

Bid Documents Submittal Checklist

- ☐ BID PROPOSAL SHEETS (4 Pages)
- ☐ STATEMENT OF QUALIFICATIONS (3 Pages)
- ☐ NONCOLLUSION DECLARATION
- ☐ CERTIFICATION OF COMPLIANCE WITH WAGE
PAYMENT STATUTES
- ☐ BID BOND
- ☐ LOCAL AGENCY SUBCONTRACTORS LIST

Failure to submit all of the above items will result in the bid being non-responsive.

COMPANY NAME_____



BID DOCUMENTS

Muck Creek Mitigation Project - Bid No. 25-C3136

BID PROPOSAL SHEETS (4 pages)

Having carefully examined all documents enclosed herein, the undersigned proposes to perform all Work in strict compliance with all documents, for the amount set forth below.

Bid Schedule

Item NO.	Description	Quantity	Unit	Unit Price	Total
<i>DIVISION 1 – General Requirements</i>					
A1.	Minor Change	1	Est	\$25,000	\$25,000
A2.	Construction Surveying	1	LS		
A3.	SPCC Plan	1	LS		
A4.	Mobilization	1	LS		
A5.	Project Temporary Traffic Control	1	LS		
<i>DIVISION 2 - Earthwork</i>					
A6.	Clearing and Grubbing	1	LS		
A7.	Removal of Structures and Obstructions	1	LS		
A8.	Channel Excavation Incl. Haul	2,130	CY		
A9.	Fine Grading	32	HR		
<i>DIVISION 8 – Miscellaneous Construction</i>					
A10.	SWPPP (Stormwater Pollution Prevention Plan)	1	LS		
A11.	Erosion Control and Water Pollution Prevention	1	LS		
A12.	Dewatering	1	EA		

COMPANY NAME _____



BID DOCUMENTS

Muck Creek Mitigation Project - Bid No. 25-C3136

Item NO.	Description	Quantity	Unit	Unit Price	Total
A13.	Biodegradable Erosion Control Blanket	680	SY		
A14.	Compost Sock	900	LF		
A15.	Topsoil Type B	3,460	SY		
A16.	Medium Compost	870	CY		
A17.	PSIPE Tree, #2 Cont.	78	EA		
A18.	PSIPE Shrub/Groundcover, #1 Cont.	845	EA		
A19.	PSIPE Groundcover, 4" Plugs	2,025	EA		
A20.	PSIPE 3' Live Stakes	439	EA		
A21.	Seeding and Mulching by Hand	3,460	SY		
A22.	Critical Areas Sign	3	EA		
A23.	Temporary Stream Diversion	1	LS		
A24.	Fish Exclusion	1	LS		
A25.	Deformable Grade Control Structure	14	EA		
A26.	Streambed Sediment	195	CY		
A27.	Log Type A – 20' Log with Rootwad DBH 18"	15	EA		
A28.	Log Type C – 20' Log without Rootwad DBH 18"	10	EA		
A29.	Log Type B – 15' Log with Rootwad DBH 12"	15	EA		
A30.	Log Type D – 20' Log without Rootwad DBH 12"	24	EA		

COMPANY NAME _____



BID DOCUMENTS

Muck Creek Mitigation Project - Bid No. 25-C3136

Bid Summary

BID SCHEDULE SUBTOTAL _____
(Figures)

SALES TAX (10.2%) _____
(Figures)

TOTAL BID _____
(Figures)

TOTAL BID _____
(Words)

COMPANY NAME _____



BID DOCUMENTS

Muck Creek Mitigation Project - Bid No. 25-C3136

Bid Signature Page

- Use ink and print legibly
- Make sure to initial and date any changes, erasures, or cross-outs in your bid
- All information regarding this bid may be sent to the mailing address, phone number or email provided below
- The bid includes all State of Washington or local sales tax, pursuant to the requirements of Rule 171 of the Department of Revenue, where applicable.
- Bidder acknowledges receipt of **addenda** ____ through _____. No addenda issued ☐
- If awarded the contract, the undersigned agrees to complete all the work as specified for the above listed project within 50 WORKING DAYS after the indicated starting date appearing in an official "Notice to Proceed" issued by the City.
- The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (April 17, 2025), that 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.

Company name: _____

Check one: Individual ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

Address: _____

Mailing Address: _____

City/State/Zip: _____

Phone: _____ E-Mail: _____

Name and Title of Signatory: _____

Bid Signature: _____ Date: _____

COMPANY NAME _____



BID DOCUMENTS

Muck Creek Mitigation Project - Bid No. 25-C3136

STATEMENT OF BIDDER'S QUALIFICATIONS (3 pages)

The Statement of Bidder's Qualifications is to be completed by the bidder and provided as part of the bid submission. This statement of qualifications is also to be completed for all subcontractors who will subcontract to perform at least twenty-five percent (25%) of the total bid amount and submitted by the two low bidders within 24 hours after the bid results are published.

Name of Firm: _____

State of Washington L&I Contractor's License Number: _____

State of Washington UBI Number: _____

State of Washington Department of Employment Security Number: _____

Washington State Excise Tax Registration Number: _____

Federal Tax ID Number: _____

The City may conduct reference checks for the bidder whose bid is under consideration for award for verification of bidder responsibility under mandatory and supplemental bidder responsibility of the Contract Documents. The City may determine that the bidder is not a responsible bidder and may award to the next lowest bidder who meets the bidder qualification requirements. In conducting reference checks, the City may include itself or other government agencies and businesses as a reference even if the bidder did not identify these sources as a reference.

On a separate sheet, list all major projects of a similar nature which have been completed by or supervised by the Contractor within the last ten years (up to 10 most recent projects). List should include, as a minimum, the following information for each project listed:

- Project name and owner
- Project completion date, final contract amount and working days
- Owner contract name and phone number
- Project description
- Role as prime or subcontractor

References must be submitted to the City by the apparent two low bidders within 48 hours of the bid opening date and time.

1. **Delinquent Sales Taxes**. Are you delinquent on your taxes with the Department of Revenue?
☐ Yes ☐ No

COMPANY NAME _____



BID DOCUMENTS

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If yes, a written payment plan will be required according to Special Provision 1-02.14.

2. **State Debarment.** Are you listed on the "debarred contractor list" on the Washington State Department of Labor and Industries data base (<https://secure.lni.wa.gov/verify/>)?

☐ Yes ☐ No

3. **Federal Debarment.** Are you listed on as having an "active exclusion" on the U.S. Government's System for Award Management data base (<https://www.sam.gov/>)?

☐ Yes ☐ No

4. **Subcontractor Responsibility.** Do you have responsibility criteria for each subcontractor as required per RCW 39.06.020?

☐ Yes ☐ No

5. **Prevailing Wages.** Do you have determinations by the WA Labor and Industries that prevailing wages were not paid within the last five years?

☐ Yes ☐ No

If yes, list the dates of these determinations:_____.

6. **Claims Against Retainage and Bonds.** Do you have two or more claims against retainage and/or bonds on any public works contract within the last three years from the date of bid submittal?

☐ Yes ☐ No

If yes, a report of such claims will be required according to Special Provision 1-02.14.

7. **Public Bidding Crime.** Have you been convicted of a crime involving bidding on a public works contract in the five years prior to the bid submittal date?

☐ Yes ☐ No

8. **Termination for Cause/Termination for Default.** Have you had any public contract terminated for default or cause by a government agency within the five years from the date of bid submittal?

☐ Yes ☐ No

If yes, a report describing the circumstances of such termination or default will be required according to Special Provision 1-02.14.

9. **Lawsuits.** Have judgments been entered against you within the last five years from the date of bid submittal relating to contract enforcement or breach?

☐ Yes ☐ No

If yes, a report containing an explanation of the circumstances surrounding each such lawsuit will be required according to Special Provision 1-02.14.

COMPANY NAME_____



BID DOCUMENTS

Muck Creek Mitigation Project - Bid No. 25-C3136

10. **Experience Working In Jurisdictional Waters**. Have you performed work below the ordinary high-water line of jurisdictional waters within the WDFW fish window on at least one project in which the work was a) substantially complete in the year 2020 or later, and b) had a Contract cost of at least \$250,000?

☐ Yes ☐ No

If yes, documentation of experience will be required according to Special Provision 1-02.14.

By the signature below, Bidder confirms that all information provided is true and correct and agrees that the City shall retain the right to obtain any and all credit reports.

Signature_____

Title: _____

Date:_____

Print Name: _____

COMPANY NAME_____



BID DOCUMENTS

Muck Creek Mitigation Project - Bid No. 25-C3136

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. **That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.**

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NOTICE TO ALL BIDDERS:

To report rigging activities call:

1-800-424-9071

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

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

DOT Form 272-0361 EF
07/2011

COMPANY NAME _____



BID DOCUMENTS

Muck Creek Mitigation Project - Bid No. 25-C3136

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

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.

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**April 17, 2025**), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder's Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

* If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.

COMPANY NAME _____



BID DOCUMENTS

Muck Creek Mitigation Project - Bid No. 25-C3136

BID BOND

KNOW ALL BY THESE PRESENTS:

That we, _____(Bidder), as Principal, and _____(Bonding Company), as Surety, are held and firmly bound unto the City and the Kenmore City Council (Owner), as Obligee, in the penal sum of _____ Dollars, lawful money of the United States, for the payment of which unto Obligee, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, Principal is submitting a Bid for the Muck Creek Mitigation, Bid No. 25-C3136.

NOW, THEREFORE, the condition of this obligation is such that if Principal is awarded a contract for the work, and if Principal within the time specified in the Contract Documents enters into, executes and delivers to Obligee a signed agreement and the contract bond per the specifications, with Surety or Sureties approved by Obligee, and appropriate insurance certificates, with required endorsements and insurance coverage, as required herein in the forms provided herewith, then this obligation shall be void. If, however, Principal fails or refuses to furnish any of the above listed items in the time stated in the Contract Documents for the referenced Bid, then Principal and Surety shall pay and forfeit to Obligee the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that Surety shall be liable under this obligation as Principal and that nothing of any kind or nature whatsoever that will not discharge Principal shall operate as a discharge or release of liability of Surety.

AND IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and Obligee and their respective heirs, administrators, executors, successors and assigns.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these present to be SIGNED, SEALED AND DATED THIS _____ DAY OF _____, 20____.

Principal

By: _____

Title: _____

Surety

By: _____

Attorney-in Fact, Surety

Surety's Mailing Address

Surety's Telephone Number

COMPANY NAME _____



BID DOCUMENTS

Muck Creek Mitigation Project - Bid No.: XXXX

LOCAL AGENCY SUBCONTRACTOR LIST

To Be Submitted with the Bid Proposal

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW **must** be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

*Bidders are notified that it is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

COMPANY NAME _____

IV - AWARD DOCUMENTS



CONTRACT AGREEMENT

Muck Creek Mitigation Project Bid No. 25-C3136

THIS AGREEMENT, made in two (2) copies, each of which shall be deemed original and entered into as of the date hereinafter affixed by and between the City of Kenmore, (hereinafter "Contracting Agency"), and _____, (hereinafter the "Contractor").

WITNESSETH:

That in consideration of the performance and payment under the terms and conditions contained in the Contract Documents for Bid No. 25-C3136, the parties hereto covenant and agree as follows:

I. The Contractor hereby agrees to complete all Work for the "**Muck Creek Mitigation Project**" (hereafter "Project") in accordance with the Contract Documents, including without limitation the Washington State Standard Specifications for Road, Bridge, and Municipal Construction (edition as noted in the Contract Provisions) as modified by the Special Provisions together with Addenda _____ through _____ which are by this reference incorporated herein and made a part hereof, 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 part hereof as fully for all purposes as if here set forth at length, and shall perform any alterations in or additions to the work provided under the Contract Documents and every part thereof and any extra work which may be ordered as provided in the Contract Documents and every part thereof.

The time limit for completion of the work is **50** working days from the Contract Agency's Notice to Proceed. The Contractor agrees to pay the Contract Agency the sum set forth in the Contract Documents for each and every day said work remains uncompleted after expiration of this time as liquidated damages.

Contractor is responsible for determining the means and methods to be used to complete the project. The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work.

II. The Contract Agency promises and agrees to pay the Contractor for the Project according to the attached Contractor's Bid Proposal Sheet at the time and in the manner provided for in the Contract Documents.

III. The Contractor for himself/herself, and for his/her heirs, executors, administers, successors, and assigns does hereby agree to the full performance of all covenants, obligations and terms herein contained upon the part of the Contractor.

IV. It is further provided that no liability shall attach to the Contracting Agency, its officers, officials, employees, agents and representatives by reason of entering into this contract, except as expressly provided herein.

Countersigned:

This _____ day of _____, 20____,

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year first hereinabove written.

City of Kenmore (Contracting Agency)

Contractor

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Payment Address:



PAYMENT AND PERFORMANCE BOND

To City of Kenmore, WA

Bond No. _____

The City of Kenmore, Washington (City) has awarded to _____ (Principal), a contract for the construction of the project designated as Muck Creek Mitigation, Bid No. 25-C3136 in Kenmore, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a contract bond for payment in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW and for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation organized under the laws of the State 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, in the sum of \$_____ US Dollars, total Contract Amount, subject to the provisions herein.

This statutory payment and performance bond shall become null and void:

If and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all person who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

AND

If and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform and complete all of the Principal's obligations, duties, and conditions required under the Contract and fulfill all 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; and if such performance obligations have not been fulfilled, this bond shall remain in 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 changes, 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 (2) 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.

This bond shall remain in force until such time as released in writing by the City of Kenmore.

PRINCIPAL

Principal Signature Date

Printed Name Date

Title

SURETY

Surety Signature Date

Printed Name Date

Title

Surety Name

Address

City/State/Zip

Telephone Number

A notarized power of attorney for the Surety's officer empowered to sign the bond must be attached.



DECLARATION OF OPTION FOR MANAGEMENT OF STATUTORY RETAINED PERCENTAGE

1. **Description.** Do not execute the Declaration of Option for Management of Statutory Retained Percentage as part of the bid submission.

2. **Declaration of Option for Management of Statutory Retained Percentage.**

- ☐ I hereby elect to have the retained percentage of this Contract held in a fund by the City until final acceptance of the work and all required releases are obtained, in accordance with RCW Chapter 60.28.

Signed: _____ Date: _____

- ☐ I hereby elect to have the City deposit the retained percentage of this Contract in an interest bearing account in a bank, mutual savings bank or savings and loan association in accordance with RCW, Chapter 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 the said retained percentage in escrow as authorized by statute. The City shall not be liable in any way for any costs or fees in connection therewith.

Signed: _____ Date: _____

- ☐ I hereby elect to have the City place the retained percentage of this contract in escrow with a bank or trust company. When the moneys reserved are placed in escrow, the City shall issue a check representing the sum of the moneys reserved payable to the bank or trust company and the contractor jointly. This check shall be converted into bonds and securities chosen by the contractor and approved by the City, and the bonds and securities shall be held in escrow, in accordance with RCW, Chapter 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 retained percentage in escrow and investing it as authorized by statute. The City shall not be liable in any way for any costs or fees in connection therewith.

Signed: _____ Date: _____

- ☐ I hereby elect to provide a Retainage Bond for an amount totaling 5% of the Contract Amount: ☐ Completed Retainage Bond Form is attached (Contact the City for a Retainage Bond Form).

Signed: _____ Date: _____

Contractor's Name and Address: _____

Telephone: (_____) _____

Federal Tax Identification Number: _____

Project Name: _____

V - SPECIAL PROVISIONS

SPECIAL PROVISIONS



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SPECIAL PROVISIONS



INTRODUCTION TO THE SPECIAL PROVISIONS

(January 4, 2024 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2024 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 GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)

(April 1, 2013 WSDOT GSP)

(May 2013 KENMORE GSP)

Project specific special provisions are labeled without a date as such:

*(*****)*

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
- *Sign Fabrication Manual*, WSDOT, current edition
- *City of Kenmore Road Standards and Standard Plans*, current edition
- *King County Standard Plans*, current edition

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

DESCRIPTION OF WORK

(April 2024 KENMORE GSP)

SPECIAL PROVISIONS



Work for this project consists of constructing a new stream channel and wetland including grading throughout the site to improve the local stream pattern, increase floodplain connectivity, provide more reliable hydrology for the wetland, and increase the area of the wetland. Large woody material (LWM) will be installed to promote stream stability and provide habitat. Native plant species will be planted throughout the project area, and invasive species will be removed from the site to the maximum extent practicable. The project will also involve installing temporary erosion and sediment controls and temporary stream diversions to facilitate the work previously described.

The work to be performed under this Contract consists of the furnishing of materials, equipment, tools, labor, and other work or items included thereto (excepting any materials, equipment, utilities, or service, if any specified herein to be furnished by Owner or others), and performing all work as required by the Contract in accordance with the Contract Plans, these Contract Provisions, and the Standard Specifications, all of which are made a part hereof.

▯ ▯ **IMPORTANT - PLEASE READ** ▯ ▯

These Special Provisions *supplement, add new, replace, revise, or delete* the combined WSDOT Standard Specifications and Amendments. For clarification of the purpose of the sections provided, these Special Provisions have the following added section descriptors:

<i>Supplement:</i>	Adds language to the identified section of the Standard Specifications.
<i>New:</i>	Specification section/subsection is unique to this project and will not be found in the Standard Specifications.
<i>Replace:</i>	A replacement of the entire identified section or subsection of the Standard Specifications.
<i>Revise:</i>	A revision of the identified sentence, paragraph, or table of the Standard Specifications.
<i>Delete:</i>	A deletion of an entire section, subsection, or specified text of the Standard Specifications

SPECIAL PROVISIONS



DIVISION 1 GENERAL REQUIREMENTS

1-01 DEFINITIONS AND TERMS

1-01.2(2) Items of Work and Units of Measurement

(January 2022, Kenmore GSP)

SUPPLEMENT this section with the following:

Dol	Dollar
sf or sq.ft.	Square feet
hr	Hour

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.

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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.

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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.

(July 2024 KENMORE GSP)

SUPPLEMENT this Section with the following

Base Bid

The work described within the plans and specifications prior to adjustments for alternative, additive and deductive bid items.

Contract Price

Either the unit price, the unit prices, the lump sum price or prices, or the total Bid amount named in the Proposal, or in properly executed change orders.

Days

Days as used in the Contract Provisions will be understood to mean working days unless otherwise stated.

Deductive Bid

One or more bid items/items of work which must be part of the Bid but may be included in the Contract award and total amount deducted from the base Bid.

Or Equivalent

A manufactured article, material, method, or work, which in the opinion of Engineer, is equally desirable or suitable for the purposes intended in the Contract Documents, as compared with similar articles specifically mentioned therein.

Owner

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The City of Kenmore and its authorized representatives, which is a party to the Agreement. Same as Contracting Agency.

Performance Bond/Payment Bond

Same as "Contract Bond".

Points

Wherever reference is made to Engineer's points, this shall mean all marks, bench marks, reference points, stakes, hubs, tack, etc., established by Engineer for maintaining horizontal and vertical control of the work.

Project

The structure or improvements to be constructed in whole or in part through the performance of the Contract.

Project Manual

Same as Contract Provisions.

Proposal Form

The Proposal Form also includes the Call for Bids and the Instructions to Bidders and General Terms and Conditions as it relates to the order of precedence in specification section 1-04.2.

Provide

Means "furnish and install" as specified and shown on the Plans and in the Contract Provisions.

Punch List

A list of remaining Contract work provided after the establishment of the Substantial Completion date and necessary to reach Physical Completion and Completion.

Supplemental Drawings and Instructions

Additional instructions by Engineer at request of Contractor by means of drawings or documents necessary, in the opinion of Engineer, for the proper execution of the work. Such drawings and instructions are consistent with the Contract Documents.

Utility

Public or private fixed improvement for the transportation of fluids, gases, power, signals, or communications and shall be understood to include poles, guys, tracks, overhead and underground wires, cables, pipelines, conduits, ductbanks, vaults, sewers, manholes, catch basins, cleanouts, and storm drains.

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(*****)

SUPPLEMENT this Section with the following

Site

The area that encompasses all work required in these Contract documents, including the Contract Plans. For the purposes of the Contract documents, interchangeable terms such as Project site, Work site, and Job Site are synonymous with the term Site.

In-water Work

Work conducted within the extents of the existing or proposed channel, as defined by the ordinary highwater mark.

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

REPLACE this Section with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

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

1-02.1(1) Supplemental Qualifications Criteria

(July 31, 2017 APWA GSP)

In addition, the Contracting Agency has established Contracting Agency-specific and/or project-specific supplemental criteria, in accordance with RCW 39.04.350(3), for determining Bidder responsibility, including the basis for evaluation and the deadline for appealing a determination that a Bidder is not responsible. These criteria are contained in Section 1-02.14 Option C of these Special Provisions.

1-02.2 Plans and Specifications

(July 23, 2024 Kenmore GSP)

REPLACE this section with the following:

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

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

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To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	0	Furnished automatically upon award.
Contract Provisions	0	Furnished automatically upon award.

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 B)

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

Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business 5 business days preceding the Bid opening 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)

REPLACE this Section 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.

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The Bidder shall Bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

1-02.6 Preparation of Proposal

(January 4, 2024 APWA GSP – Option B)

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.

REPLACE the last two paragraphs with the following:

The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency. Failure to return this certification as part of the Bid Proposal package 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 copy of the partnership agreement shall be submitted with the Bid Form if any DBE requirements are to be satisfied through such an agreement.

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

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;

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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

(*****)

REPLACE this section with the following:

Each Proposal shall be submitted electronically prior to the Bid due date and time via email. Bids shall be in pdf format and shall include Bid number, title of Bid and company name in the email title and send scanned pdf Bid attachments to:

bids@kenmorewa.gov

Bidders are solely responsible for electronic delivery of their Bid Proposal and any revisions. The City's email can accept file sizes up to 25MB, however Bidders are advised to verify with their email providers, any document size restrictions they may have in SENDING documents. Should size restrictions prevent the entire Bid being sent in one email, Bidders may provide their Bids over multiple emails. If Bids are sent over multiple emails, each email should be numbered (ie. Part 1 of #, Part 2 of #, etc) for clarity. For Bids sent in multiple emails, only portions received by the specific Bid due date and time will be considered. The City assumes no responsibility for delayed delivery. No oral, telephonic or facsimile Bids or modifications will be accepted. Any Bid or modification of a Bid received after the scheduled time and date for the Bid closing, regardless of cause, will not be accepted or considered. Electronic Bids received after the Bid opening date and time will not be accepted.

By transmitting the Bid Proposal to the City, bidders attest that the authorized representative of the bidder represents that 1) an original hand signed Bid Proposal and an original Bid guarantee bond are in the possession of the bidder,

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2) the bidder is agreeing to be bound by all of the conditions of the Bid documents and 3) will present the signed Bid Proposal and other required documents including the Bid guarantee bond upon request of the City.

Bids remain confidential until Bid opening after which Bids are considered a public record subject to public disclosure under Chapter 42.56 RCW. Bidder shall mark as "proprietary" any information that Bidder believes meets the exemption under RCW 42.56.270(1). This assertion of proprietary information will be considered by the City in response to public records requests. Bid results will be made available as soon as practical following the Bid opening.

The following supplemental documents, if required, shall be received either with the Bid Proposal or as a Supplement to the Bid. If received as a supplement to the Bid, the documents shall be received **within the time frame noted after each document** (not including Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal:

- Certification of Compliance with Wage Payment Statutes (24 hours)
- Local Agency Subcontractor List (1 hour)
- Project references (48 hours)
- Signed statement that the Bidder does not owe delinquent taxes to the Washington State Department of Revenue, or a written payment plan approved by the Department of Revenue. (48 hours)
- A copy of the Bidder's standard Subcontract form. (48 Hours)
- A list of public works projects completed in the three years prior to the Bid submittal date that have had claims against retainage. The list must include the following for each project: name of project, owner and contact information for the owners, a list of claims filed against the retainage and/or payment bond for any of the projects listed, and a written explanation of the circumstances surrounding each claim and the ultimate resolution of the claim. (48 Hours)
- Signed statement that the Bidder and/or its owners have not been convicted of a crime involving Bidding on a public works Contract. (48 Hours)
- Signed statement that the Bidder has not had any public works Contract terminated for cause or terminated for default by a government agency in the five years prior to the Bid submittal date; or if Bidder was terminated, describe the circumstances. (48 hours)
- Signed Statement that the Bidder has not had any lawsuits with judgments entered against the Bidder in the five years prior to the Bid submittal date that demonstrate a pattern of failing to meet the terms of Contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the five years prior to the Bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. (48 hours)
- A list of the projects meeting the requirements listed in 1-02.14 Supplemental Criteria 8. The list shall include the name of the project,

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location of the project, description of the scope of work performed by the Bidder, name and Contract information of the owner and engineer/designer, date of substantial completion of the project, total Contract cost of the project. (48 hours)

If submitted after the Bid Proposal is due, the document(s) shall be submitted by e-mail to the following e-mail address: bids@kenmorewa.gov

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 above, 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 location designated for receipt of Bids as specified above 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

(*****)

REPLACE this section with the following:

After submitting a 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

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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

(*****)

REPLACE this section with following:

1. A Proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
 - c. A price per unit cannot be determined from the Bid Proposal;
 - d. The Proposal form is not properly executed;
 - e. The Bidder fails to submit or properly complete a Subcontractor list (WSDOT Form 271-015), if applicable, as required in Section 1-02.6;
 - f. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.
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. The authorized Proposal Form furnished by the Contracting Agency is not used or is altered;
 - d. The completed Proposal form contains unauthorized additions, deletions, alternate Bids, or conditions;
 - e. Receipt of Addenda is not acknowledged;
 - f. 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
 - g. If Proposal form entries are not made in ink.

(July 2024 KENMORE GSP)

SUPPLEMENT Bullet 2 with:

- h. References are not provided as indicated on the Statement of Bidder Qualifications.

1-02.14 Disqualification of Bidders

(May 17, 2018 APWA GSP Option C)

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REPLACE this Section 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; or does not meet the following Supplemental Criteria 1-8 in this Section:

The Contracting Agency will verify that the Bidder meets the mandatory bidder responsibility criteria in RCW 39.04.350(1), and Supplemental Criteria 1-2. Evidence that the Bidder meets Supplemental Criteria 3-8 shall be provided by the Bidder as stated later in this Section.

In addition, the Bidder shall submit to the Contracting Agency a signed "Certification of Compliance with Wage Payment Statutes" document where the Bidder under penalty of perjury verifies that the Bidder is in compliance with responsible Bidder criteria in RCW 39.04.350 subsection (1)(g). A form appropriate for "Certification of Compliance with Wage Payment Statutes" will be provided by the Contracting Agency in the Bid Documents. The form provided in the Bid Documents shall be submitted with the Bid as stated in Section 1-02.9.

1. **Delinquent State Taxes**

- A. Criterion: The Bidder shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder does not owe delinquent taxes to the Washington State Department of Revenue, or if delinquent taxes are owed to the Washington State Department of Revenue, the Bidder must submit a written payment plan approved by the Department of Revenue, to the Contracting Agency by the deadline listed below.

2. **Federal Debarment**

- A. Criterion: The Bidder shall not currently be debarred or suspended by the Federal government.
- B. Documentation: The Bidder shall not be listed as having an "active exclusion" on the U.S. government's "System for Award Management" database (<http://www.sam.gov/portal/SAM/#1>).

3. **Subcontractor Responsibility**

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1 A. Criterion: The Bidder's standard subcontract form shall include the
2 subcontractor responsibility language required by RCW 39.06.020, and
3 the Bidder shall have an established procedure which it utilizes to
4 validate the responsibility of each of its subcontractors. The Bidder's
5 subcontract form shall also include a requirement that each of its
6 subcontractors shall have and document a similar procedure to
7 determine whether the sub-tier subcontractors with whom it contracts
8 are also "responsible" subcontractors as defined by RCW 39.06.020.

9
10 B. Documentation: The Bidder, if and when required as detailed below, shall
11 submit a copy of its standard subcontract form for review by the
12 Contracting Agency, and a written description of its procedure for
13 validating the responsibility of subcontractors with which it contracts.

14 4. Claims Against Retainage and Bonds

15
16
17 A. Criterion: The Bidder shall not have a record of excessive claims filed
18 against the retainage or payment bonds for public works projects in the
19 three years prior to the Bid submittal date, that demonstrate a lack of
20 effective management by the Bidder of making timely and appropriate
21 payments to its subcontractors, suppliers, and workers, unless there are
22 extenuating circumstances and such circumstances are deemed
23 acceptable to the Contracting Agency.

24
25 B. Documentation: The Bidder, if and when required as detailed below, shall
26 submit a list of the public works projects completed in the three years
27 prior to the Bid submittal date that have had claims against retainage
28 and bonds and include for each project the following information:

- 29
- 30 • Name of project
- 31 • The owner and contact information for the owner;
- 32 • A list of claims filed against the retainage and/or payment bond for
- 33 any of the projects listed;
- 34 • A written explanation of the circumstances surrounding each claim
- 35 and the ultimate resolution of the claim.
- 36

37 5. Public Bidding Crime

38
39 A. Criterion: The Bidder and/or its owners shall not have been convicted of
40 a crime involving Bidding on a public works Contract in the five years
41 prior to the Bid submittal date.

42
43 B. Documentation: The Bidder, if and when required as detailed below, shall
44 sign a statement (on a form to be provided by the Contracting Agency)
45 that the Bidder and/or its owners have not been convicted of a crime
46 involving Bidding on a public works Contract.

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6. Termination for Cause / Termination for Default

- A. Criterion: The Bidder shall not have had any public works Contract terminated for cause or terminated for default by a government agency in the five years prior to the Bid submittal date, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any public works Contract terminated for cause or terminated for default by a government agency in the five years prior to the Bid submittal date; or if Bidder was terminated, describe the circumstances.

7. Lawsuits

- A. Criterion: The Bidder shall not have lawsuits with judgments entered against the Bidder in the five years prior to the Bid submittal date that demonstrate a pattern of failing to meet the terms of Contracts, unless there are extenuating circumstances and such circumstances are deemed acceptable to the Contracting Agency.
- B. Documentation: The Bidder, if and when required as detailed below, shall sign a statement (on a form to be provided by the Contracting Agency) that the Bidder has not had any lawsuits with judgments entered against the Bidder in the five years prior to the Bid submittal date that demonstrate a pattern of failing to meet the terms of Contracts, or shall submit a list of all lawsuits with judgments entered against the Bidder in the five years prior to the Bid submittal date, along with a written explanation of the circumstances surrounding each such lawsuit. The Contracting Agency shall evaluate these explanations to determine whether the lawsuits demonstrate a pattern of failing to meet of terms of construction related Contracts.

8. Experience Working in Jurisdictional Waters

- A. Criterion: The Bidder must have performed work below the ordinary high-water line of jurisdictional waters within the WDFW fish window on at least one project in which the work was a) substantially complete in the year 2020 or later, and b) had a Contract cost of at least \$250,000.
- B. Documentation: The Bidder, if and when required as detailed below, shall submit the following information about the project(s) being submitted in compliance with the supplemental Bidder responsibility criteria: name of the project, location of the project, description of the scope of work performed by the Bidder, name and Contract information of the owner

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and engineer/designer, date of substantial completion of the project,
total Contract cost of the project.

As evidence that the Bidder meets the mandatory and Supplemental Responsibility Criteria 3-8 stated above, the apparent two lowest Bidders must submit to the Contracting Agency by 12:00 P.M. (noon) of the second business day following the Bid submittal deadline, a written statement verifying that the Bidder meets Supplemental Criteria 3-8 together with supporting documentation (sufficient in the sole judgment of the Contracting Agency) demonstrating compliance with Supplemental Responsibility Criteria. The Contracting Agency reserves the right to request further documentation as needed from the low bidder and documentation from other Bidders as well as to assess Bidder responsibility and compliance with all bidder responsibility criteria. The Contracting Agency also reserves the right to obtain information from third-parties and independent sources of information concerning a Bidder's compliance with the mandatory and supplemental criteria, and to use that information in their evaluation. The Contracting Agency may consider mitigating factors in determining whether the Bidder complies with the requirements of the Supplemental Criteria.

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

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above 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.

Request to Change Supplemental Bidder Responsibility Criteria Prior To Bid: Bidders with concerns about the relevancy or restrictiveness of the Supplemental Bidder Responsibility Criteria may make or submit requests to the Contracting Agency to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the

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criteria. Bidders shall submit such requests to the Contracting Agency no later than five (5) business days prior to the Bid submittal deadline and address the request to the Project Engineer or such other person designated by the Contracting Agency in the Bid Documents.

1-02.15 Pre Award Information

(December 30, 2022 APWA GSP)

REPLACE this Section with the following:

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

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

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(December 30, 2022 APWA GSP)

REVISE the first paragraph to read:

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

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1-03.1(1) Identical Bid Totals

(December 30, 2022 APWA GSP)

REVISE this section to read:

After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the tie-breaker will be the Bidder with an equal lowest Bid, that proposed to use the highest percentage of recycled materials in the Project, per the form submitted with the Bid Proposal. If those percentages are also exactly equal, then the tie-breaker will be determined by drawing as follows: Two or more slips of paper will be marked as follows: one marked "Winner" and the other(s) marked "unsuccessful". The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked "Winner" will be determined to be the successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid, and with a proposed recycled materials percentage that is exactly equal to the highest proposed recycled materials amount, are eligible to draw.

1-03.3 Execution of Contract

*(*****)*

REPLACE this Section with the following:

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 20 calendar days after the award date, or the Contract routing 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, the Transfer of Coverage form for the Construction Stormwater General Permit with section I, III, and VIII completed when provided.

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

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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 7 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,

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the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

1-03.7 Judicial Review

(December 20, 2022 APWA GSP)

REVISE this section to read:

Any decision 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.

1-03.8 Bid Award Protest

(January 2021 KENMORE GSP)

NEW section:

Per RCW 39.04.105:

1. Within two business days of the Bid opening on a public works project that is the subject of competitive Bids, the municipality must provide, if requested by a bidder, copies of the Bids the municipality received for the project. The municipality shall then allow at least two full business days after providing bidders with copies of all Bids before executing a Contract for the project. Intermediate Saturdays, Sundays, and legal holidays are not counted.
2. When a municipality receives a written protest from a bidder for a public works project that is the subject of competitive Bids, the municipality must not execute a Contract for the project with anyone other than the protesting bidder without first providing at least two full business days' written notice of the municipality's intent to execute a Contract for the project; provided that the protesting bidder submits notice in writing of its protest no later than:
 - a. Two full business days following Bid opening, if no bidder requested copies of the Bids received for the project under subsection (1) of this section; or
 - b. Two full business days following when the municipality provided copies of the Bids to those bidders requesting Bids under subsection (1) of this section. Intermediate Saturdays, Sundays, and legal holidays are not counted.

1-04 SCOPE OF THE WORK

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

(December 30, 2022 APWA GSP)

REVISE the second paragraph to read:

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

1. Addenda
2. Proposal Form
3. Special Provisions
4. Contract Plans
5. Standard Specifications
6. Contracting Agency's Standard Plans or Details (if any), and
7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

1-04.4 Changes

(January 2022 KENMORE GSP)

REVISE Paragraph 7 to Read as Follows:

The Contractor shall proceed with the Work upon receiving:

1. A written change order approved by the Engineer, or
2. A written directive from the Project Engineer before receiving a written change order, if appropriate, or
3. An oral order from the Engineer before receiving a written change order or directive.

(January 19, 2022 APWA GSP)

The first two sentences of the last paragraph of Section 1-04.4 are deleted.

1-04.4(1) Minor Changes

(May 30, 2019 APWA GSP)

REVISE the first paragraph to read:

Payments or credits for changes amounting to \$25,000 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(1) Disputes

(July 2024 Kenmore GSP)

SPECIAL PROVISIONS



REVISE the fourth paragraph to read:

When the Proposal Form does not include the Bid item "Disputes Review Board", the Contractor shall comply with the formal certified claim process outlined in Section 1-09.11.

1-04.6 Variation 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 any 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

1-05.3 Working Drawings

(August 2020 KENMORE GSP)

SUPPLEMENT this Section with the following:

Drawings shall show the name of the project, the name of Contractor and, if any, the names of suppliers, manufacturers and subcontractors. Shop drawings shall be submitted promptly and in orderly sequence so as to cause no delay in prosecution of the Work. Contractor shall provide sufficient time in their schedule for review of long lead items and shall provide submittals early enough to allow for ordering, fabrication, and installation of said long lead items within the allowed Contract working days.

Engineer will return submittals to Contractor with any comments noted thereon. If the Contractor makes any changes to the submittal, resubmit in the same manner as specified for the original submittals. Contractor, in the letter of transmittal accompanying resubmittal, shall direct specific attention to any revisions made.

One copy of all approved submittals shall be kept constantly accessible at the construction site.

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REVISE the first sentence of the third paragraph to read:

All working drawings shall be considered Type 2 Working Drawings except as specifically noted otherwise in the Contract Provisions.

1-05.4 Conformity With and Deviations From Plans and Stakes (July 23, 2015 APWA GSP, Option 2)

SUPPLEMENT this section with the following:

Bridge and Structure Surveys

For all structural work such as bridges and retaining walls, the Contractor shall retain as a part of Contractor's organization an experienced team of surveyors.

The Contractor shall provide all surveys required to complete the structure, except the following primary survey control which will be provided by the Engineer:

1. Centerline or offsets to centerline of the structure.
2. Stations of abutments and pier centerlines.
3. A sufficient number of bench marks for levels to enable the Contractor to set grades at reasonably short distances.
4. Monuments and control points as shown in the Plans.

The Contractor shall establish all secondary survey controls, both horizontal and vertical, as necessary to assure proper placement of all project elements based on the primary control points provided by the Engineer. Survey work shall be within the following tolerances:

Stationing	± 0.01 foot
Alignment	± 0.01 foot (between successive points)
Superstructure Elevations	± 0.01 foot (from plan elevations)
Substructure Elevations	± 0.05 foot (from plan elevations)

During the progress of the work, the Contractor shall make available to the Engineer all field books including survey information, footing elevations, cross sections and quantities.

The Contractor shall be fully responsible for the close coordination of field locations and measurements with appropriate dimensions of structural members being fabricated.

(August 2020 KENMORE GSP)

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SUPPLEMENT this section with the following:

Payment

Payment will be made for the following Bid item when included in the Proposal:

"Structure Surveying", lump sum.

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

(*****)

SUPPLEMENT this section with the following:

Referencing Existing Lines and Pavement Markings

The Contractor shall identify and stake temporary construction easement lines, improvement permit lines, and property corners along the City Right of Way for all private properties adjacent to the Work for the duration of the project.

If the project plans do not include a channelization plan, the Contractor shall be responsible for referencing and documenting all existing pavement marking types and locations. The Contractor's referencing plans shall indicate reference points and offsets taken at consistent intervals sufficient to restore all pavement markings to original configuration within two inches. The Contractor shall demonstrate to the Engineer that referencing has been accomplished prior to performing any Work that will remove or cover the existing markings.

The Contractor shall also be responsible for laying out all temporary and permanent pavement markings to the pre-existing locations or in modified locations as shown in the plans. Pavement markings shall be replaced in kind using the same materials or materials called for in the plans and specifications and shall match the pre-existing pavement marking types.

Payment for this Work shall be included in the lump sum price "Construction Surveying".

(*****)

SUPPLEMENT this section with the following:

Contractor Surveying – Roadway and Channel

The Contracting Agency has provided primary survey control on the Plans.

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The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, and grades necessary for the construction of the roadbed, drainage, surfacing, paving, channelization, stream channel, depressional areas, large woody material, pavement marking, illumination and signals, guardrails and barriers, signing and other grading features as shown on the contract plans. Except for the survey control data to be furnished by the Contracting Agency, calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility.

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

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

The meaning of words and terms used in this provision shall be as listed in "Definitions of Surveying and Associated Terms" current edition, published by the American Congress on Surveying and Mapping and the American Society of Civil Engineers.

The survey work shall include but not be limited to the following:

1. Verify the primary horizontal and vertical control furnished by the Contracting Agency, and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include coordinates and elevations of all secondary control points.
2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and at points on the alignments spaced no further than 50 feet.
3. Establish clearing limits, placing stakes at all angle points and at intermediate points not more than 50 feet apart. The clearing and grubbing limits shall be 5 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless otherwise shown in the Plans.

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4. Establish grading limits, placing slope stakes at centerline increments not more than 50 feet apart. Establish offset reference to all slope stakes. If Global Positioning Satellite (GPS) Machine Controls are used to provide grade control, then slope stakes may be omitted at the discretion of the Contractor
5. Establish the horizontal and vertical location of all drainage features, placing offset stakes to all drainage structures and to pipes at a horizontal interval not greater than 25 feet.
6. Establish roadbed and surfacing elevations by placing stakes at the top of subgrade and at the top of each course of surfacing. Subgrade and surfacing stakes shall be set at horizontal intervals not greater than 50 feet in tangent sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-foot intervals in intersection radii with a radius less than 10 feet. Transversely, stakes shall be placed at all locations where the roadway slope changes and at additional points such that the transverse spacing of stakes is not more than 12 feet. If GPS Machine Controls are used to provide grade control, then roadbed and surfacing stakes may be omitted at the discretion of the Contractor.
7. Establish intermediate elevation benchmarks as needed to check work throughout the project.
8. Provide references for paving pins at 25-foot intervals or provide simultaneous surveying to establish location and elevation of paving pins as they are being placed.
9. For all other types of construction included in this provision, (including but not limited to channelization and pavement marking, illumination and signals, guardrails and barriers, and signing) provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.
10. Contractor shall determine if changes are needed to the profiles or roadway sections shown in the Contract Plans in order to achieve proper smoothness and drainage where matching into existing features, such as a smooth transition from new pavement to existing pavement. The Contractor shall submit these changes to the Engineer for review and approval 10 days prior to the beginning of work.

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

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

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	Vertical	Horizontal
Slope stakes	±0.10 feet	±0.10 feet
Subgrade grade stakes set 0.04 feet below grade	±0.01 feet	±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment)
Stationing on roadway or Channel	N/A	±0.1 feet
Alignment on roadway or channel	N/A	±0.04 feet
Surfacing grade stakes	±0.01 feet	±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment)
Roadway paving pins for surfacing or paving	±0.01 feet	±0.2 feet (parallel to alignment) ±0.1 feet (normal to alignment)

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

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

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

Contract work to be performed using Contractor-provided stakes shall not begin until the stakes are approved by the Contracting Agency. Such approval shall not relieve the Contractor of responsibility for the accuracy of the stakes.

Stakes shall be marked in accordance with Standard Plan A10.10. When stakes are needed that are not described in the Plans, then those stakes shall be marked, at no additional cost to the Contracting Agency as ordered by the Engineer.

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Payment

Payment will be made for the following Bid item when included in the Proposal:

"Construction Surveying", lump sum.

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

(*****)

SUPPLEMENT this section with the following:

Contractor Surveying – ADA Features

ADA Feature Definition

ADA features shall include all curb ramps, sidewalk, crosswalks, ADA parking stalls, and pedestrian push buttons.

ADA Feature Staking Requirements

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, and grades necessary for the construction of the ADA features. Calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility. The Contractor shall build the ADA features within the specifications in the Standard Plans and Contract documents.

ADA Feature Contract Compliance

The Contractor shall be responsible for completing measurements to verify all ADA features comply with the Contract in the presence of the Engineer.

ADA Feature As-Built Measurements

The Contractor shall be responsible for providing the location of each ADA feature as indicated on the ADA Inspection Form(s) (City of Kenmore Forms 647, 648, and 652).

The completed ADA Inspection Form(s) shall be submitted as a Type 3 Working Drawing and transmitted to the Engineer within 30 calendar days of completing the ADA feature.

Payment

Payment will be made for the following Bid item when included in the Proposal:

"ADA Features Surveying", lump sum.

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The lump sum Contract price for "ADA Features Surveying" shall be full pay for all the Work as specified. If there is no Bid item "ADA Features Surveying" in the Proposal, all ADA Features shall be incidental to "Roadway Surveying".

In the instance where an ADA feature does not meet accessibility requirements, all work to replace non-compliant work and then to measure, record the as-built measurements, and transmit the electronic forms to the Engineer shall be completed at no additional cost to the Contracting Agency.

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

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or damages with respect to the Contractor's failure to perform the work as required.

1-05.10 Guarantees

(March 2023 Kenmore GSP)

SUPPLEMENT this Section with the following:

In addition to any special warranties provided elsewhere in the Contract Provisions, the Contractor warrants that all Work conforms to the requirements of the Contract Provisions and is free of any defect in equipment, material, or design furnished, or workmanship performed, by Contractor.

With respect to all warranties expressed for Work performed or materials furnished according to the Contract Provisions, Contractor shall:

1. Obtain all warranties that would be given in normal commercial practice;
2. Require all warranties to be executed, in writing, for the benefit of Contracting Agency;
3. Enforce all warranties for the benefit of Contracting Agency, if directed by Owner;
4. Be responsible to enforce any subcontractor's, manufacturer's, or supplier's warranty should they extend beyond the period specified in the Contract Provisions; and
5. Provide warranties for a period of 1 year effective from the date of Substantial Completion.

1-05.11 Final Inspection

REPLACE this Section with the following:

1-05.11 Final Inspections and Operational Testing

(October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

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

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

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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.

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

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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.

1-05.11(4) Punch List Completion

(July 2024 KENMORE GSP)

NEW Section:

Upon establishment of the Substantial Completion Date, the Contracting Agency shall compile and issue a Punch List. The Owner reserves the right to add items to the Punch List at any time as appropriate to meet the requirements of the Contract. The Contractor shall proceed with completing all the work on the punch list (and subsequent revisions, if any) and reaching Physical Completion within the allowed Contract time.

1-05.12 Final Acceptance

1-05.12(1) One-Year Guarantee Period

(March 8, 2013 APWA GSP)

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

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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.

1-05.13 Superintendents, Labor and Equipment of Contractor (August 14, 2013 APWA GSP)

DELETE the sixth and seventh paragraphs of this section.

1-05.15 Method of Serving Notices (January 4, 2024 APWA GSP)

REVISE the second paragraph to read:

All correspondence from the Contractor shall be directed to the 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 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.

1-05.15(1) Forms (January 2022 KENMORE GSP)

NEW Section:

Unless otherwise approved by the Engineer, the Contractor shall use the forms provided in the Appendices for all correspondences and notifications. If no form is provided for a specific type of correspondence or notification, the Contractor shall use any form at their discretion.

1-05.16 Water and Power (October 1, 2005 APWA GSP)

NEW Section:

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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

(*****)

NEW section

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

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

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

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

- Actual dimensions, arrangement, and materials used when different than shown in the Plans. This includes but is not limited to changes to large woody material placement, deformable grade control locations, and streambed sediment extents, and any variations in channel thalweg locations.
- Changes made by Change Order or Field Order.
- Changes made by the Contractor.
- Accurate locations of storm sewer, sanitary sewer, water mains and other water appurtenances, structures, conduits, light standards, vaults, width of roadways, sidewalks, landscaping areas, building footprints, channelization and pavement markings, etc. Include pipe invert elevations, top of castings (manholes, inlets, etc.).

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

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

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

Making Entries on the Record Drawings:

- Use erasable colored pencil (not ink) for all markings on the Record Drawings, conforming to the following color code:
 - Additions - Red
 - Deletions - Green
 - Comments - Blue
 - Dimensions - Graphite
- Provide the applicable reference for all entries, such as the change order number, the request for information (RFI) number, or the approved shop drawing number.
- Date all entries.
- Clearly identify all items in the entry with notes similar to those in the Contract Drawings (such as pipe symbols, centerline elevations, materials, pipe joint abbreviations, etc.).

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

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(July 2024, KENMORE GSP)

SUPPLEMENT this section with the following:

Record Drawings may be kept on a half sized (11"x17") plan set or electronically in pdf format if approved by the Engineer.

If no Bid item is provided for "Record Drawings", payment for this work will be made on a monthly basis for work completed in accordance with this section under the Bid item "Construction Surveying". The final 25 percent of the lump sum item "Construction Surveying" will be paid upon submittal and approval of the completed Record Drawings set prepared in conformance with these Special Provisions.

1-05.19 Contractor's Daily Diary

(April 2021 KENMORE GSP)

NEW Section:

Contractor and Subcontractors shall maintain and provide to Engineer upon request a Daily Diary Record of the Work (Diary). The Diary shall be created by pen entries in a hard-bound diary book or electronically and provided in .pdf format. The Diary must contain the project name and number; if the Diary is in loose-leaf form, this information must appear on every page. The Diary must be kept and maintained by Contractor's designated project superintendent(s). Entries must be made on a daily basis and must accurately represent all of the project activities on each day.

At a minimum, the Diary shall show on a daily basis:

1. The day and date.
2. The weather conditions, including changes throughout the day.
3. A complete description of work accomplished during the day with adequate references to the Plans and Contract Provisions so that the reader can easily and accurately identify said work on the Plans. Identify location/description of photographs or videos taken that day.
4. An entry for each and every changed condition, dispute or potential dispute, incident, accident, or occurrence of any nature whatsoever which might affect Contractor, Owner, or any third party in any manner.
5. Listing of any materials received and stored on- or off-site by Contractor for future installation, to include the manner of storage and protection of the same.
6. Listing of materials installed during each day.
7. List of all Subcontractors working on-site during each day.
8. Listing of the number of Contractor's employees working during each day by category of employment.
9. Listing of Contractor's equipment working on the site during each day. Idle equipment on the site shall be listed and designated as idle.

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10. Notations to explain inspections, testing, stake-out, and all other services furnished by Owner or other party during each day.
11. Entries to verify the daily (including non-work days) inspection and maintenance of traffic control devices and condition of the traveled roadway surfaces. Contractor shall not allow any conditions to develop that would be hazardous to the public.
12. Any other information that serves to give an accurate and complete record of the nature, quantity, and quality of Contractor's progress on each day.
13. Plan markups showing locations and dimensions of constructed features to be used by Engineer to produce record drawings.
14. All pages of the Diary must be numbered consecutively with no omissions in page numbers, signed and dated by Contractor's official project representative.

Contractor may use additional sheets separate from the Diary if necessary to provide a complete diary record, but they must be signed, dated, and labeled with project name and number.

It is expressly agreed between Contractor and Owner that the Diary maintained by Contractor shall be the "Contractor's Book of Original Entry" for the documentation of any potential claims or disputes that might arise during this Contract. If the Contractor fails to maintain a Diary as required, the City's daily inspection reports shall act as the sole record of project activities.

All costs associated with preparing and maintaining the Diary shall be included in the cost for the various Bid items; no separate Bid item is provided for this work.

1-05.20 Stockpiling of Materials and Construction Office (August 2020 KENMORE GSP)

NEW Section:

This Contract does not provide for a location for the Contractor to stockpile materials and/or a construction office (staging). If the Contractor requires staging on private property, it shall be the Contractor's responsibility to secure all private property rights for staging at the Contractor's expense. If approved by the City, City Right of Way may be utilized for location of staging. Contractor shall propose location, methods of securing the site, and site restoration to the City for consideration. Selected Right of Way locations shall not impede traffic at any time. The Contractor may utilize the construction work zone within the City's Right of Way for staging as long as such staging does not impede the normal flow of traffic outside that caused by construction activity associated with the work. At the completion of the project, the Contractor shall restore all staging areas to equal or better condition prior to construction start. The cost for obtaining, securing, managing, and restoring staging areas shall be

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incidental to the various Bid items. At the completion of the project, the Contractor shall restore all staging areas to equal or better condition prior to construction start. The cost for obtaining, securing, managing, and restoring staging areas shall be incidental to the various Bid items.

Staging for this project is approved at the following locations:
N/A

(*****)

SUPPLEMENT this Section with the following:

If Contractor wishes to stockpile materials on-Site the Contractor must submit a stockpiling plan as Type 2 working drawings prior to initiating this use of the Site. The stockpiling plan shall include location, erosion control and planned restoration of stockpiling areas.

1-06 CONTROL OF MATERIAL

1-06.1 Approval of Material Prior to Use (July 2024 KENMORE GSP)

SUPPLEMENT this Section with the following:

Material product information and/or catalog cuts shall be furnished by Contractor for all items indicated in various sections of the Contract Documents. Contractor shall submit a Request for Approval of Material (RAM) for every item submitted (separate materials may be consolidated onto one RAM form for convenience). A pdf copy shall be submitted for Engineer's review. Alternatively, a minimum of 2 hard copies may be submitted in lieu of an electronic copy if electronic copies are not possible.

Contractor shall provide a minimum of 10 working days to the Engineer for review of all submitted information.

Engineer will return submittals to Contractor with any comments noted thereon. If the Contractor makes any changes to the submittal, resubmittals shall be prepared and reviewed in the same manner and time as specified for the original submittals. Contractor, in the letter of transmittal accompanying resubmittal, shall direct specific attention to any revisions made.

One copy of all approved submittals shall be kept constantly accessible at the construction site.

1-06.1(2) Request for Approval of Material (RAM) (July 2024 KENMORE GSP)

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REVISE the first paragraph to read:

The RAM shall be used for all material submittals. The RAM shall be prepared by the Contractor on the RAM form included in the Appendix of the Contract Provisions and submitted to the Engineer for approval before the material is incorporated into the work.

1-06.1(4) Fabrication Inspection Expense

(June 27, 2011 APWA GSP)

DELETE this section in its entirety:

1-06.1(5) Materials and Equipment Furnished by Owner

(July 2024 KENMORE GSP)

NEW Section:

Contractor shall receive, inspect, and accept all Owner-furnished items of material and equipment, subject only to latent defects. Claim by Contractor to Owner regarding defects shall be made in writing within five (5) days after delivery of items after which time, the materials and equipment shall become the property of the Contractor until final acceptance from the City.

1-06.2 Acceptance of Materials

1-06.2(1) Samples and Tests for Acceptance

(January 2022 KENMORE GSP)

SUPPLEMENT this section with the following:

Color samples required by the Contract shall be provided on like materials as to which the color is being applied as part of the Work. Color samples shall match as closely as possible to the final work product.

1-06.6 Recycled Materials

(January 4, 2016 APWA GSP)

REPLACE this section and its subsections 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

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concrete returned to the supplier). The Contractor's report shall be provided on DOT form 350-075 Recycled Materials Reporting.

Payment for reporting shall be included in and paid for under the various Bid items.

(January 2022, Kenmore GSP)

Recycled concrete shall not be used.

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.

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1-07.2 State Taxes *(June 27, 2011 APWA GSP)*

REPLACE this section, including its sub-sections, with the following:

1-07.2 State Sales Tax

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

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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).

1-07.5 Environmental Regulations

SUPPLEMENT this Section with the following:

(August 3, 2009 WSDOT GSP – OPT 2)

Payment

All costs to comply with this special provision for the environmental commitments and requirements are incidental to the Contract and are the responsibility of the Contractor. The Contractor shall include all related costs in the associated Bid prices of the Contract.

1-07.5(2) State Department of Fish and Wildlife

SUPPLEMENT this section with the following:

(WSDOT GSP April 2, 2018)

The following Provisions summarize the requirements, in addition to those required elsewhere in the Contract, imposed upon the Contracting Agency by

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the Washington State Department of Fish and Wildlife. Throughout the work, the Contractor shall comply with the following requirements:

Additional permit requirements will be provided once permits are obtained by the Contracting Agency.

The Contractor may begin Work below the Ordinary High-Water Line on July 1, 2025 and must complete all the Work by September 30, 2025. These dates are approximations based on past projects and may be adjusted when the project Hydraulic Project Approval is obtained.

(April 2, 2018)

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

1-07.5(5) U.S. Army Corps of Engineers

SUPPLEMENT this section with the following:

(WSDOT GSP April 2, 2018)

The following Provisions summarize the requirements, in addition to those required elsewhere in the Contract, imposed upon the Contracting Agency by the U.S. Army Corps of Engineers. Throughout the work, the Contractor shall comply with the following requirements: See permit in the Appendix.

(WSDOT GSP February 25, 2013)

Temporary structures and dewatering of areas under the jurisdiction of the U.S. Army Corps of Engineers must maintain normal downstream flows and prevent upstream and downstream flooding to the maximum extent practicable.

(WSDOT GSP April 2, 2018)

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

1-07.6 Permits and Licenses

SUPPLEMENT this Section with the following:

(February 2018 KENMORE GSP)

Permits, franchise agreements, easements and licenses, if any, associated with this project and obtained by Owner are located in the Appendix. Contractor

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shall be required to comply with all conditions of the project permits, franchise agreements, easements and licenses.

All other permits, licenses, etc., necessary for completing the Work shall be the responsibility of Contractor to obtain. Contractor shall comply with the requirements of each permit secured.

All costs associated with the securing of and complying with the requirements of project easements, permits, licenses and franchise agreements (including all inspections, fees, and reports) shall be included in cost of the various Bid items listed on the Bid Proposal sheets.

(*****)

The Contracting Agency has obtained, or will be obtaining, the below-listed permit(s) for this project. A copy of the permit(s) is provided in Appendix E. Copies of these permits are required to be on Site at all times.

Contact with the permitting agencies, concerning the below-listed permit(s), shall be made through the Engineer. 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.

- Hydraulic Project Approval (HPA)
- Section 404(e) Nationwide Permit
- City of Kenmore Engineering Permit
- City of Kenmore Critical Area Permit (Public Agency & Utility Exception)

1-07.9 Wages

1-07.9(5)A General

(December 30, 2022 APWA GSP)

REPLACE this section with the following:

All "Statements of Intent to Pay Prevailing Wages", "Affidavits of Wages Paid" and Certified Payrolls, including a signed Statement of Compliance for Federal-aid projects, if applicable, shall be submitted to the Engineer and the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system.

1-07.13 Contractor's Responsibility for Work

1-07.13(1) General

(April 2015 KENMORE GSP)

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SUPPLEMENT this Section with the following:

Contractor shall, at all times, enforce strict discipline and good order among their employees and shall not employ any person unfit or not skilled in the work assigned to him or her. Employees or Subcontractors of Contractor who, in the opinion of Engineer, may impair the quality of the construction shall immediately be discharged from the job site by Contractor upon the written request of Engineer.

1-07.16 Protection and Restoration of Property

1-07.16(1) Private/Public Property

(*****)

SUPPLEMENT this Section with the following:

Contractor's work shall be confined to the Site, including easements, rights of entry and construction permit limits. The Contractor shall not enter upon or place materials on other property except by written consent of the individual owners and shall hold Contracting Agency harmless from all suits and actions of every kind and description that might result from the Contractor's use of property. The Contractor shall furnish, to the Contracting Agency, the written consent from the property owner(s) to use the property and a written release from the property owner(s) upon vacation of said property.

Contractor shall provide and maintain public access to and from the Right of Way.

The Contractor shall provide the Contracting Agency 12 working days' notice of their planned use of any Temporary Construction Easement. Contractor shall comply with all conditions of the project easements. Easement documents are located in the Appendices. Contractor shall indemnify Owner from claims on all easements and rights of entry. All other access rights outside the limits identified on the plans, will be the Contractor's responsibility to negotiate and obtain at the Contractor's expense.

Once work is completed within a temporary construction easement, Contractor shall notify the Contracting Agency in writing within 2 working days. Failure to do so may result in monetary penalties against the Contracting Agency. Any penalties charged against the Contracting Agency due to the Contractor's failure to comply with these specifications and easement requirements shall be charged against the Contractor's future payments.

Contractor shall restore all private property within the temporary easements or property permit areas to its original (or better) condition or as indicated in the plans and specifications. Once complete, the Contractor shall obtain signed acceptance forms from each property owner confirming that restoration has

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been completed to the property owner's satisfaction. The Contracting Agency shall provide an example form at the request of the Contractor.

1-07.16(1)D Protection and Restoration of Existing Markers and Monuments

(July 2024 KENMORE GSP)

NEW Section:

The Contractor shall protect existing survey monuments and property corner markers from damage, including those installed by the Contractor. Any damage to existing survey markers/monuments shall be restored as required by law at the Contractor's expense.

The Contractor shall reference by survey ties any survey marker and/or monument identified in the Contract to be replaced.

Survey markers and/or monuments shall be replaced by a Professional Land Surveyor registered in the State of Washington

Contractor shall notify the Contracting Agency of any conflicts between the work and property corner markers not identified for removal or resetting prior to commencing the work. Resetting of property corners for which there is no Record of Survey or Short Plat filed with the County Auditor may require exhaustive and expensive resurvey.

All cost associated with survey markers and monuments shall be included in the Bid item "Construction Surveying".

1-07.16(1)E Maintenance of Project Site and Public Facilities

(July 2024 KENMORE GSP)

NEW Section:

Contractor shall clean up on a daily basis all refuse, rubbish, scrap material and debris caused by the Contractor's operations.

Contractor shall clean and sweep streets, sidewalks, and any pedestrian walkways opened to the public and affected by construction operations at the end of each working day, and throughout the working day as deemed necessary by Engineer to provide for safe public use.

The Contractor shall maintain the project site in a manner that is safe for public use, neat and orderly in appearance. In the event Contractor fails to conform to these requirements, Owner shall have the right to have the work done by others and the cost shall be deducted from moneys due to Contractor.

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1-07.16(1)F Garbage Service

(July 2024 KENMORE GSP)

NEW Section:

The Contractor shall be responsible for and coordinating with the respective agency for garbage pick-up. Services shall not be interrupted. If necessary, Contractor shall be responsible for moving private garbage cans to and from any temporary pick-up location. Below is contact information for garbage service:

Republic Services Web: http://www.republicservices.com/ Tele: 425-646-2492

Unless stated otherwise elsewhere, the cost for coordinating with garbage services and/or moving garbage bins shall be included in the various Bid items.

1-07.16(2) Vegetation Protection and Restoration

(August 2, 2010 WSDOT GSP)

SUPPLEMENT this Section with the following:

Vegetation and soil protection zones for trees shall extend out from the trunk to a distance of 1 foot radius for each inch of trunk diameter at breast height.

Vegetation and soil protection zones for shrubs shall extend out from the stems at ground level to twice the radius of the shrub.

Vegetation and soil protection zones for herbaceous vegetation shall extend to encompass the diameter of the plant as measured from the outer edge of the plant.

1-07.16(3) Fences, Mailboxes, Incidentals

(January 2022 KENMORE GSP)

SUPPLEMENT this Section with the following:

The Contractor is hereby advised that the location of fences, mail and paper boxes, trees, landscaping and other objects, if shown on the Plans, is provided solely to provide warning of the probable location of said objects and may not be precise or complete. Protection and restoration shall be performed in accordance with the plans and Section 1-07.16 of the Standard Specifications. The Contractor shall verify exact locations before proceeding with work. The Contractor shall be responsible for any damage done to public or private property as a direct result of the Contractor's activities.

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The Contractor shall be responsible for and coordinating with the respective agency for mail and package delivery. Services shall not be interrupted. Contractor shall coordinate any temporary mailbox or other delivery locations with the United States Postal Service (USPS) and other applicable delivery agency prior to relocation. Unless stated otherwise elsewhere, the cost for coordinating with delivery services and/or moving mailboxes shall be included in the various Bid items. Contact the USPS office in Bothell, WA for coordination.

1-07.17 Utilities and Similar Facilities

(April 2, 2007 WSDOT GSP – OPT 1)

SUPPLEMENT this section with the following:

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

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

Puget Sound Energy (Electric and Gas)
Kiara Skye
35413 SE Douglas Street
Snoqualmie, WA 98065
425-213-9205 desk
Kiara.Skye@pse.com

ZiPLY (Telecommunications)
Jeremiah Buxton
1800 41st Street
M/C: WA01040S
Everett, WA 98201
503-680-6882 desk
jeremiah.buxton@ziply.com

Northshore Utility District (Sewer and Water)
Tom Bagley
6830 NE 185th St
Kenmore, WA 98028
425-521-3721
tbagley@nud.net

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1-07.18 Public Liability and Property Damage Insurance

(January 4, 2024 APWA GSP)

REPLACE this Section with the following:

1-07.18 Insurance

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.

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

10
11 H. All costs for insurance shall be incidental to and included in the unit or lump
12 sum prices of the Contract and no additional payment will be made.

13
14 I. Under no circumstances shall a wrap up policy be obtained, for either
15 initiating or maintaining coverage, to satisfy insurance requirements for any
16 policy required under this Section. A "wrap up policy" is defined as an
17 insurance agreement or arrangement under which all the parties working
18 on a specified or designated project are insured under one policy for liability
19 arising out of that specified or designated project.

20 21 **1-07.18(2) Additional Insured**

22
23 All insurance policies, with the exception of Workers Compensation, and of
24 Professional Liability and Builder's Risk (if required by this Contract), shall name
25 the following listed entities as additional insured(s) using the forms or
26 endorsements required herein:

- 27 ▪ the Contracting Agency and its officers, elected officials, employees,
28 agents, and volunteers
- 29 ▪ Osborn Consulting and its officers, employees, agents, and volunteers
- 30 ▪ KBA, Inc. and its officers, employees, agents, and volunteers

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

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

41 42 **1-07.18(3) Subcontractors**

43
44 The Contractor shall cause each Subcontractor of every tier to provide
45 insurance coverage that complies with all applicable requirements of the
46 Contractor-provided insurance as set forth herein, except the Contractor shall

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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 the 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

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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

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

1-07.22 Use of Explosives *(January 2022 Kenmore GSP)*

SUPPLEMENT this section with the following:

Explosives shall not be used unless otherwise noted on the plans.

1-07.23 Public Convenience and Safety

1-07.23(1) Construction Under Traffic *(February 6, 2023 WSDOT GSP – OPT 5)*

SUPPLEMENT this section with the following:

Lane, ramp, shoulder, and roadway closures are subject to the following restrictions:

The Contractor shall have the option, with the approval of the Engineer and the City of Kenmore's Engineering Department, of momentarily interrupting the continuous two-way traffic to allow one- way traffic. Such interruptions shall utilize qualified flaggers placed in strategic locations to ensure the public safety and minimize driver confusion. A momentary interruption shall be defined as a period of time not to exceed fifteen (15) minutes. Regardless of the period of time, no queue greater than ten (10) cars in length will be allowed.

If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closure hours. Exceptions to these restrictions are listed below and when applicable take precedence over closures listed above. The Engineer may also consider on a case-by-case basis additional exceptions following a written request by the Contractor.

Lane, ramp, shoulder, and roadway 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.
3. After 5:00 PM on the day prior to a holiday or holiday weekend, and

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4. Before 12:00 PM on the day after the holiday or holiday weekend.

5. The two-hour period prior to and the two-hour period after the following special events:

N/A

It shall be the Contractor's responsibility to obtain the dates and times of all events.

Traffic Delays

When Automated Flagger Assistance Devices (AFADs) or flaggers are used to control traffic, traffic shall not be stopped for more than 15 minutes at any time. All traffic congestion shall be allowed to clear before traffic is delayed again.

If the delay becomes greater than 15 minutes, the Contractor shall immediately begin to take action to cease the operations that are causing the delays. If the 15 minute delay limit has been exceeded, as determined by the Engineer, the Contractor shall provide to the Engineer, a written proposal to revise his work operations to meet the 15 minute limit. This proposal shall be accepted by the Engineer prior to resuming any work requiring traffic control.

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

General Restrictions

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

No two consecutive on-ramps, off-ramps, or intersections shall be closed at the same time and only one ramp at an interchange shall be closed, unless specifically shown in the Plans.

Roads or ramps that are designated as part of a detour shall not be closed or restricted during the implementation of that detour, unless specifically shown in the Plans.

Controlled Access

No special access or egress shall be allowed by the Contractor other than normal legal movements or as shown in the Plans.

Contractor's vehicles of 10,000 GVW or greater shall not exit or enter a lane open to public traffic except as follows:

Egress and ingress shall only occur during the hours of allowable lane closures, and:

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1
2 1. For exiting an open lane of traffic, by decelerating in a lane that is
3 closed during the allowable hours for lane closures.

4
5 2. For entering an open lane of traffic, by accelerating in a closed lane
6 during the allowable hours for lane closures.

7
8 Traffic control vehicles are excluded from the gross vehicle weight requirement.
9 If placing construction signs will restrict traveled lanes, then the work will be
10 permitted during the hours of allowable lane closures.

11 **Advance Notification**

12 The Contractor shall notify the Engineer in writing of any traffic impacts related
13 to lane closure, shoulder closure, sidewalk closure, or any combination for the
14 week by 12:00 p.m. (noon) Wednesday the week prior to the stated impacts.

15
16 The Contractor shall notify the Engineer in writing ten working days in advance
17 of any traffic impacts related to full roadway closure, ramp closure, or both.

18
19 The Contractor shall notify the Engineer in writing of any changes to the stated
20 traffic impacts a minimum of 48 hours prior to the traffic impacts.

21
22
23 *(October 3, 2022 WSDOT GSP – OPT 7)*

24
25 SUPPLEMENT this section with the following:

26 **Public Notification**

27 The Contractor shall furnish and install information signs that provide advance
28 notification of a ramp closure, roadway closure, or both, a minimum of 5
29 working days prior to the closure. Sign locations, messages, letter sizes, and
30 sign sizes are shown in the Plans.

31
32 The Contractor shall notify emergency services, schools, public transportation,
33 post office, and garbage services, in writing, a minimum of 10 working days
34 prior to each closure using Contracting Agency Form 630. The Contractor shall
35 furnish copies of these notifications to the Engineer.

36
37
38 *(May 2, 2017 APWA GSP)*

39
40 REVISE the third sentence of the second paragraph to read:

41
42 Accessibility to existing or temporary pedestrian push buttons shall not be
43 impaired; if approved by the Contracting Agency activating pedestrian recall
44 timing or other accommodation may be allowed during construction.

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1-07.24 Rights of Way

(July 23, 2015 APWA GSP)

REPLACE this Section 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-hour 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

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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

NEW Section:

1-08.0 Preliminary Matters

1-08.0(1) Preconstruction Conference

(July 8, 2024 APWA GSP)

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

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. to review DBE Requirements, Training Plans, and Apprenticeship Plans, when applicable.
5. To establish normal working hours for the work;
6. To review safety standards and traffic control; and
7. To discuss such other related items as may be pertinent to the work.

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

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

1-08.0(2) Hours of Work

*(*****)*

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 7:00 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.

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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 three (3) working days 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(3) Reimbursement for Overtime Work of Contracting Agency Employees

(July 2016 KENMORE GSP)

Where the Contractor elects to work on a Saturday, Sunday, or holiday, or longer than an 8-hour work shift on a regular working day, as defined in the Standard Specifications, such work shall be considered as overtime work. On all such overtime work an inspector may be present and a survey crew may be required at the discretion of the Engineer. In such case, the Contracting Agency may deduct from amounts due or to become due to the Contractor for the costs in excess of the straight-time costs for employees of the Contracting Agency required to work overtime hours.

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The Contractor by these specifications does hereby authorize the Engineer to deduct such costs from the amount due or to become due to the Contractor. The Contracting Agency will give notice to the Contractor of such deductions at the time of approval, if given.

1-08.0(4) Preconstruction Submittals

(*****)

Prior to the Contractor beginning the work, the Contractor shall submit the following information to the City for approval:

- Detailed Equipment List, including "Rental Rate Blue Book" hourly costs (both working and standby rates). The following shall be included within the list:
 - Equipment type
 - Manufacturer
 - Year manufactured
 - Gas or diesel
 - Model or capacity
 - Horsepower
 - Attachments
 - Owner
- Weighted wage rates for all employee classifications anticipated to be used on Project
- Request to Subcontract Work forms (or, if applicable, during construction, 3 working days prior to Subcontractor work starting)
- Temporary Erosion and Sediment Control Plan – Letter of adoption or plan
- Surface Water Pollution Prevention Plan (SWPPP)
- Spill Prevention, Control and Countermeasure (SPCC) Plan
- Excavation Work Plan
- Type A progress schedule
- Traffic Control Plan if contractors proposed work will require interruptions to traffic beyond the conditions noted in 1-07.23(1).

Notice to proceed may be withheld at the discretion of the Engineer until such time as the required documents are approved by the Contracting Agency.

1-08.1 Subcontracting

(July 31, 2023 Kenmore GSP)

SUPPLEMENT this Section with the following:

The Contractor shall provide copies of all executed Contract agreements with Subcontractors at the request of the Contracting Agency.

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1-08.1(7)A Payment Reporting (January 4, 2024 APWA GSP)

DELETE this section:

1-08.3 Progress Schedule

1-08.3(2) Progress Schedule Types

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

REVISE this section to read:

The Contractor shall submit two (2) 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

REPLACE this section 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, all preconstruction submittals detailed in Section 1-08.0(4) have been submitted and approved, 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 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 on the Site 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

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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) Limited Notice to Proceed

(July 2024 Kenmore GSP)

A Limited 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. Work allowed under the Limited Notice to Proceed will consist of attending meetings with the City, preparing and submitting materials and documents for City review/approval, and ordering long lead items. No work on Site shall commence during this period with the exception of site reconnaissance. Working days will not be counted during this period. All long lead items shall be submitted during this time period. It is the Contractor's responsibility to determine which items are long lead and when to submit for approval to avoid impacts to the critical path.

1-08.5 Time for Completion

*(*****)*

REVISE the third and fourth paragraphs to read:

Contract time shall begin on the Notice to Proceed date. If the Contractor starts work on the project at an earlier date, then Contract time shall begin on the first working day when onsite work begins.

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:

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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
 - d. Final Contract Voucher Certification
 - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
 - f. If applicable, 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

(March 13, 1995, WSDOT GSP – OPT 7)

SUPPLEMENT this Section with the following:

This project shall be physically completed within 50 working days.

1-08.9 Liquidated Damages (*****)

REPLACE this Section with the following:

Time is of the essence of the Contract. Delays cost taxpayers undue sums of money, adding time needed for administration, engineering, inspection, and supervision.

Accordingly, the Contractor agrees:

1. To pay liquidated damages in the amount equal to the direct cost (including overhead and profit), for Local Agency staff and from all consultants for each working day beyond the number of working days established for Physical Completion, and

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

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, liquidated damages identified 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.

Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete the entire Contract.

1-09 MEASUREMENT AND PAYMENT

1-09.1 Measurement of Quantities

(November 2016 KENMORE GSP)

SUPPLEMENT this Section with the following:

Day (Day) – Measured for each day that work is actually performed. Portions of a day will be rounded up to the nearest half day.

1-09.2 Weighing Equipment

1-09.2(1) General Requirements for Weighing Equipment

(July 8, 2024 APWA GSP, Option C)

REVISE item sixth and seventh paragraph to read:

Trucks and Tickets – Each truck to be weighed shall bear a unique identification number. This number shall be legible and in plain view of the scale operator. The Contractor shall provide Electronic tickets or Physical tickets for all weighed materials. All Tickets shall, regardless of medium, at a minimum, contain the following information:

1. Date of haul;
2. Contract number;
3. Contract unit Bid item;

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4. Unit of measure;
5. Identification number of hauling vehicle; and
6. Weight delivered:
 - a. Net weight in the case of batch and hopper scales.
 - b. Gross weight, tare (a.m. and p.m. minimum) and net weight in the case of platform scales (tare may be omitted if a tare beam is used).
 - c. Approximate load out weight in the case of belt conveyor scales.

Electronic-tickets shall be uploaded to the designated site so that they can be accessed by the material receiver at the material delivery point. Physical tickets shall be handed to the inspector at the delivery point at the time materials are delivered. The material delivery point is defined as the location where the material is incorporated into the permanent Work. The Contractor's representative shall make report summaries available to the Engineer's designated receiver, not later than the end of shift, for reconciliation. Tickets for loads not verified as delivered will receive no pay.

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

(December 30, 2022 APWA GSP)

SUPPLEMENT this Section with the following:

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

1-09.7 Mobilization

(December 30, 2022 APWA GSP)

REPLACE this Section with the following:

Mobilization consists of preconstruction expenses and the costs of preparatory Work and operations performed by the Contractor typically occurring before 10 percent of the total original amount of an individual Bid Schedule is earned from

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other Contract items on that Bid Schedule. Items which are not to be included in the item of Mobilization include but are not limited to:

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

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

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

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

1-09.8 Payment for Material On Hand (April 2015 KENMORE GSP)

REVISE the second paragraph as follows:

The Contracting Agency may reimburse the Contractor for traffic signal controllers as follows:

1. Fifty percent when the traffic signal controller and all components are received and assembled into a complete unit at the State Materials Laboratory or King County Signal Shop, whichever is applicable.
2. One hundred percent when the traffic signal controller is approved for shipment to the project by the State Materials Laboratory or King County Signal Shop, whichever is applicable.

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1-09.9 Payments

(July 8, 2024 APWA GSP, Option B)

REPLACE the fourth paragraph with the following:

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 payment. 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.

(July 8, 2024 APWA GSP, Option A)

SUPPLEMENT this Section with the following:

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

1-09.9(1) Retainage

(January 2022 KENMORE GSP)

SUPPLEMENT this Section with the following:

The Retainage Form must be received by the City prior to the first payment submittal. If the Retainage Form is not submitted prior to the first payment, the Contractor authorizes the City to hold all retainage in a fund by the Contracting Agency.

Neither the final payment nor any part of the retained percentage shall become due until Contractor, if requested, delivers to Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and, if required in either case, an affidavit that so far as the Contractor has knowledge or information, the release and receipts include all labor and materials for which a lien could be filed: but Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactorily to Engineer to indemnify Owner against the lien. If any lien remains unsatisfied after all payments are made, Contractor shall reimburse to Owner all moneys that the latter may be compelled to pay in discharging such lien, including all cost and reasonable engineer's and attorney's fees.

1-09.11 Claims and Disputes

1-09.11(3) Time Limitation and Jurisdiction

(December 30, 2022 APWA GSP)

REPLACE this section with the following:

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 all such claims or causes of action shall be brought only in the Superior Court of the county where the Contracting Agency headquarters is located, provided that where an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction. The parties understand and agree that the Contractor's failure to bring suit within the time period provided, shall be a complete bar to 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

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to have timely access to any records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

1-09.13 Claims Resolution

1-09.13(1)A General (July 2024 Kenmore GSP)

REPLACE this Section with the following:

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 mediation or litigation.

The Contractor and the Contracting Agency mutually agree that those claims or causes of action which are not resolved by mediation, shall be resolved through litigation. The Local Agency has the sole discretion to require binding arbitration for all claims or causes in lieu of litigation.

1-09.13(1)B Time Limitation (July 2024 Kenmore GSP)

REVISE the third sentence to read:

Litigation shall be deemed to be initiated on the date the Contractor files a cause of action with the King County Superior Court.

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.

1-10 TEMPORARY TRAFFIC CONTROL

1-10.2 Traffic Control Management

SPECIAL PROVISIONS



1-10.2(1) General

(October 3, 2022 WSDOT GSP – OPT 1)

SUPPLEMENT this Section with the following:

The Traffic Control Supervisor shall be certified by one of the following:

The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.
Kingston, WA 98346
(360) 297-3035
<https://www.nwlett.edu>

Evergreen Safety Council
12545 135th Ave. NE
Kirkland, WA 98034-8709
1-800-521-0778
<https://www.esc.org>

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

Integrity Safety
13912 NE 20th Ave
Vancouver, WA 98686
(360) 574-6071
<https://www.integritysafety.com>

US Safety Alliance
(904) 705-5660
<https://www.ussafetyalliance.com>

K&D Services Inc.
2719 Rockefeller Ave.
Everett, WA 98201
(800) 343-4049
<https://www.kndservices.net>

1-10.2(2) Traffic Control Plans

*(*****)*

SPECIAL PROVISIONS



SUPPLEMENT this Section with the following:

The Contract documents do not include a Traffic Control Plan. If the Contractors proposed method of performing work in the contract requires impacts to roadways or pedestrian paths beyond those allowed for in Section 1-07.23(1) the Contractor Shall prepare and submit a Traffic Control Plan meeting the requirements of this section for review and approval by the Engineer and Contracting Agency.

Road closures are not included within this project but the City may consider Contractor requested road closures. For requested road closures, a road closure plan including detours shall be submitted to the Engineer, who will coordinate with the City of Kenmore's Engineering Department for review. If accepted, 72-hour notification shall be given to the agencies noted on the City's Road Closure Notice prior to closure of any road. For closures on local streets, variable messages signs (VMS) boards shall be put in place at all closure points identifying the date, time and duration of closure. VMS boards shall be put in place 48 hours prior to closure. On arterial and collector streets, VMS boards as required for local streets shall be placed as well as notices shall be placed in the local newspaper 72 hours prior to the closure and shall list the location, dates, and detour route. Road closure approval will be at the City's sole discretion.

1-10.2(3) Conformance to Established Standards (*****)

SUPPLEMENT this Section with the following:

Traffic control plans, signs, devices, and procedures must conform to the performance standards included in the City of Kenmore Road Standards, Section 4.09.

1-10.2(4) Pedestrian Traffic Control (July 2024 KENMORE GSP)

NEW Section:

If no alternative is proposed within the Contract plans, all existing pedestrian routes and access points within the project limits, including sidewalks, push buttons and crosswalks, shall remain open and clear at all times. The Contractor may propose alternative pedestrian access that complies with the MUTCD, ADA requirements, and these Specifications. Contractor proposed Traffic Control Plans (TCP's) detailing the alternative accessible pedestrian route shall be approved by the Engineer and the City of Kenmore's Engineering Department prior to implementation. The TCPs will be returned by the end of a 5 working day review period. Each time the plan is returned for correction, an additional 5-day review period may be necessary.

SPECIAL PROVISIONS



When the Engineer allows work areas to encroach upon a sidewalk or crosswalk area, and minimum clear width of 48-inches cannot be maintained for pedestrian use, an alternative accessible pedestrian route shall be provided. Separation of pedestrians from the work area and vehicular traffic is required.

Protective barricades, fencing, and bridges, together with warning and guidance devices and signs, shall be utilized so that the passageway for pedestrians is safe, well defined and accessible. Whenever pedestrian walkways are provided across excavations, they shall be provided with suitable handrails. Foot bridges shall be safe, strong, and free of bounce and sway, have a slip resistant coating, and be free of cracks, holes and irregularities that could cause tripping. Ramps, with a maximum slope of 8.33%, shall be provided at the entrance and exit of all raised footbridges. The maximum cross slope shall be 2.0%. When the existing facility is illuminated or TCP's requires illumination, illumination shall be provided during the hours of darkness. Retroreflective delineation shall be provided during hours of darkness.

Where accessible pedestrian routes are allowed to be closed by the Engineer during construction, an alternate accessible pedestrian route shall be provided that complies with the MUTCD, ADA requirements and these Specifications. The alternate accessible pedestrian route shall not have abrupt changes in grade or terrain. Barriers and channelizing devices shall be detectable to pedestrians who have visual disabilities. Where it is necessary to divert pedestrians into the roadway, barricading or channelizing devices shall be provided to separate the pedestrian route from the adjacent vehicular traffic lane and on-street parking, if any. At no time shall pedestrians be diverted into a portion of the street used concurrently by moving vehicular traffic.

In addition the Traffic Control Plan shall address the following:

- All pedestrians, including persons with disabilities, shall be provided with a safe and accessible route.
- The width of the existing pedestrian facility shall be maintained if possible. When it is not possible to maintain a minimum width of 60-inches throughout the entire length of the pedestrian route, a minimum width of 48-inches shall be provided with 60-inch x 60-inch passing zones spaced at maximum intervals of 200-feet to allow individuals in wheelchairs to pass.
- Traffic control devices and other construction materials and features shall not intrude into the usable width of the sidewalk, alternate accessible pedestrian route, or other pedestrian facility.
- Signs and other devices mounted lower than 84-inches above the temporary accessible pedestrian route shall not project more than 4-inches into the accessible pedestrian route.

SPECIAL PROVISIONS



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- A smooth, continuous hard surface shall be provided throughout the entire length and width of the pedestrian route throughout construction. There shall be no curbs or vertical elevation changes greater than ½-inch in grade or terrain that could cause tripping or be a barrier to wheelchair use. Vertical elevation differences between ¼-inch and ½-inch shall be beveled at a maximum 2:1 slope.
- When channelization is used to delineate a pedestrian pathway, a continuous detectable edging shall be provided throughout the length of the facility such that pedestrians using a cane can follow it. Edging shall protrude at least 6-inches above the surface of the sidewalk or pathway with the bottom of the edging a maximum of 2-1/2 inches above the surface.
- Temporary ramps shall be provided when an alternate accessible pedestrian route crosses a curb and no permanent curb ramps are in place. The width of the curb ramp shall be a minimum of 48-inches and the maximum slope of the ramp shall be 8.33%. The maximum cross slope shall be 2.0%. The bottom of the curb ramp shall be flush with the Roadway. Temporary detectable warning mats shall be installed at street crossings.
- When possible, an alternate accessible pedestrian route shall be provided on the same side of the street as the disrupted route. When it is not possible, the alternate route shall be clearly identified at the nearest intersection crossing prior to the closure area.
- Information regarding closed pedestrian routes, alternate crossings, and sign and signal information shall be communicated to pedestrians with visual disabilities by providing devices such as audible information devices, accessible pedestrian signals, or barriers and channelizing devices that are detectable to the pedestrians traveling with the aid of a cane or who have low vision.
- It is desirable that pedestrians cross to the opposite side of the roadway at intersections rather than mid-block. Appropriate signing shall be placed at the intersections prior to any pedestrian route closure.
- If not otherwise stated in the Contract provisions, access to transit stops shall be provided and maintained at all times. Transit stops may be temporarily relocated with approval of the transit agency and the Project Engineer.
- At locations where adjacent alternate walkways cannot be provided, appropriate signs shall be posted at the limits of construction and in advance of the closure at the nearest crosswalk or intersection, to divert pedestrians across the street. Physical barricades shall be installed to prevent visually impaired people from inadvertently entering a closed area.

SPECIAL PROVISIONS



- Flaggers may be utilized as an alternative to escort pedestrians through the work area if traffic control devices are insufficient to provide a safe accessible route.

1-10.4 Measurement

1-10.4(1) Lump Sum Bid for Project (No Unit Items) *(August 2, 2004 WSDOT GSP)*

SUPPLEMENT this Section with the following:

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

1-10.5 Payment

END OF DIVISION 1

SPECIAL PROVISIONS



DIVISION 2 EARTHWORK

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 Description (*****)

SUPPLEMENT this Section with the following:

Clearing and grubbing on this project shall be performed within the following limits:

The Contractor shall clear, grub, and clean up all areas within the limits shown on the Plans except that trees or vegetation indicated on the Plans to remain or those flagged in the field by the Engineer to remain, shall remain and shall be protected by the Contractor. The Contractor shall be responsible for verifying existing trees and vegetation to be cleared and grubbed. The Contractor shall stake the limits for clearing and grubbing and shall provide high visibility fencing around all vegetation to remain. Clearing and grubbing shall not proceed until the Engineer has approved the staked limits and the high visibility fencing for vegetation protection.

Existing landscaping and vegetation that are outside the limit of work shall be protected from damage by the Contractor's operations. Tree protection shall be installed in accordance with the Contract Plans prior to other clearing and grubbing work. All damaged landscaping due to the Contractor's operations outside the limits, or that designated to remain, shall be replaced in coordination with the applicable property owner(s) at the Contractor's expense. In addition, any existing tree(s) that have been impacted during construction where health of the tree is in question, shall notify the engineer to request City of Kenmore Arborist to review tree for health. If the tree has been determined to be impacted and become a potential hazard tree, the tree shall be removed and disposed of according to 2-01.3(2) Grubbing.

Replacement tree species shall be provided at the rate of three (3) trees per (1) one tree impacted. The minimum caliper of replacement tree is 2" caliper, and replacement species must be approved by engineer.

The city shall be notified of impact to tree(s) must be within 1 business day from impact.

Only hand clearing and grubbing shall be used within the drip line of trees to remain and as indicated in the Contract Documents. Hand clearing and grubbing shall include removal of all material as defined in Grubbing 2-01.3(2) but completed by manual means. No equipment on tracks or wheels shall be used for Hand Clearing and Grubbing. Small, motorized tools such as hand-

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held trimmers used by trained personnel may be allowed as approved by the Authorized Representative.

Trees identified for removal which will not be used as large woody material per Section 8-34, shall be grubbed in accordance with the requirements of Section 2-01.3(2).

Clearing and Grubbing of Invasive Vegetation

All woody invasive weeds and woody invasive ornamental vegetation shall be removed within the limit of work. Grub out plant crowns, root balls, and runners of all invasive weeds and invasive ornamental vegetation within the work limits. Woody material from invasive weeds and woody invasive ornamental vegetation shall not be used for deformable grade control structures.

Invasive weeds and woody invasive ornamental vegetation includes; Himalayan Blackberry, English Ivy, Atlantic Ivy, turf grasses and all weeds listed on the King County Noxious Weed List.

Tree Removal

Prior to initiating clearing and grubbing work, the Contractor shall obtain from the Engineer a written determination of which trees identified on the Contract Plans for removal shall instead be preserved in place, if any. The Engineer shall provide this determination following a risk assessment that shall consider, among other factors, the Contractor's advice regarding which trees warrant removal. The Contractor shall allow the Engineer five working days from the scheduled start of clearing and grubbing work to complete this assessment. If requested by the Engineer, the Contractor shall attend a meeting on Site with the Engineer to review potential tree removals. All trees which the Engineer verifies for removal shall be removed entirely, including complete removal of the tree, branches, stump, and root ball.

Following removal of the root ball, underground roots shall be removed to the extent feasible to prevent regrowth and to facilitate grading as indicated on the Contract Plans. Limbs, branches and roots meeting the requirements stated in Section 8-32 may be used for deformable grade controls. All remaining debris resulting from the removal, including limbs, branches, and wood, shall be disposed of off-Site.

Douglas fir and red alder trees designated for removal shall be retained and used as log structures if they meet the requirements listed in Section 9-09.4. The Contractor shall remove and dispose of all tree trunks and debris not used for log structures from the Site.

2-01.2 Disposal of Usable Material and Debris

SPECIAL PROVISIONS



2-01.2(1) Disposal Method No. 1 - Open Burning (August 2020 KENMORE GSP)

REPLACE this Section with the following:

Open burning will not be permitted.

2-01.2(2) Disposal Method No. 2 – Waste Site (*****)

SUPPLEMENT this Section with the following:

Refuse and debris shall be loaded and hauled to a waste site secured by the Contractor and shall be disposed of in such a manner as to meet all requirements of state, county, and municipal regulations regarding health, safety, and public welfare.

2-01.2(3) Disposal Method No. 3 – Chipping (*****)

REPLACE the third and fourth sentences of this section with the following:
Chips may be used as on-site mulch if they meet the requirements of Section 9-14.5, as determined by the Engineer, and are from removed trees chipped separately from other grubbing which may contain invasive seed.

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

REPLACE the first paragraph with the following:

Where trees are removed, grubbing shall include complete removal of the tree, stump, and root ball and will not be used as large woody material per Section 8-34. Stump and root removal shall be sufficient to facilitate grading and construction as indicated on the Plans.

2-01.5 Payment (*****)

SUPPLEMENT this Section with the following:

"Clearing and Grubbing," per lump sum.
Tree removal including stump and root ball removal and backfill and compaction of resulting trenches or pits shall be included in the unit contract price for "Clearing and Grubbing".
The lump sum contract price for "Clearing and Grubbing" shall include all costs associated with furnishing all labor, materials, tools, and equipment for

SPECIAL PROVISIONS



completion of clearing and grubbing as indicated on the Plans and specified herein including, but not limited to, clearing and grubbing, stockpiling, waste haul, coordination with property owners and Contracting Agency, protecting landscaping to remain, installation and maintenance of tree protection measures as indicated on the Contract Plans, and restoration/replacement of those items identified to be saved that are damaged by the Contractor.

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.2 Vacant (July 2024 KENMORE GSP)

REPLACE this Section with the following:

2-02.2 Removal Locations

The following listed items shall be removed and disposed of off the project site in accordance with the requirements of the Specifications, unless otherwise stated. Quantities are approximate and are listed to assist in the Bidding process only and should not be considered exact. Contractor shall be solely responsible for determining the exact quantities for all work items and quantities requiring removal and disposal prior to submitting Bid.

Item	Location	Approximate Quantity
Fences	See Contract Plans	351 LF
Sandbags	See Contract Plans	230 LF
Miscellaneous Debris	Multiple	Unknown

Items listed above are for informational purposes only and shall not be considered necessarily complete. Contractor is to review the plans and special provisions to verify all removal requirements and account for all items to be removed in their Bid. All work listed on the plans identified for removal or demolition or items located within areas identified for removal/demolition but not listed in this section specifically and not accounted for as a separate Bid item shall be considered part of the "Removal of Structures and Obstructions" Bid item unless stated otherwise in the plans and specifications. Work shall also include removal and disposal of two 4'x6' timber posted project information signs after substantial completion.

2-02.3 Construction Requirements (*****)

SUPPLEMENT this Section with the following:

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The contractor shall remove all fences, sandbags, and other miscellaneous debris such as processed wood, glass, metal containers or pipes, that are present on the project site.

The removal of any existing improvements shall be conducted in such a manner as not to damage utilities and any other Site features that are to remain in place. Any deviation in this matter will obligate the Contractor, at their own expense, to repair, replace or otherwise make proper restoration to the satisfaction of the Contracting Agency.

2-02.3(3) Removal of Pavement, Sidewalks, Curbs, and Gutters (July 2024 KENMORE GSP)

SUPPLEMENT this Section with the following:

All sidewalk is assumed to be a maximum of 5 inches thick. The approximate maximum thickness of pavement expected is 6 inches.

Wastewater from Portland Cement Concrete, masonry, and asphalt concrete cutting operations shall not be discharged to storm drainage systems or surface waters.

To thoroughly clean saw cuts where necessary, the Contractor shall use high pressure water (high pressure water is considered greater than 1400 p.s.i.).

All wastewater shall be collected and disposed per section 2-03.3(7)C. Disposal of the waste liquid may be to soil or other porous surfaces away from storm drains and surface water. The Contractor shall collect and dispose offsite remaining sediment after water has filtered into soil or evaporated. Impervious surfaces contaminated with sediment and grit from cutting, planing or pulverizing operations shall be cleaned by sweepers.

2-02.4 Vacant (*****)

REPLACE this Section with the following:

2-02.4 Measurement

"Removal of Structures and Obstructions" shall be per lump sum

2-02.5 Payment (*****)

SUPPLEMENT this Section with the following:

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Removal and disposal of signs, fences, posts and foundations and backfilling and restoration of any voids shall be considered part of the "Removal of Structures and Obstructions" bid item.

If no Bid item is provided for "Sawcutting", "Potholing", "Remove Asphalt Pavement", "Remove Concrete Pavement", "Remove Cement Concrete Curb and Gutter", "Remove Existing Structure ____", or "Remove Cement Concrete Sidewalk", payment for all work necessary to perform said work shall be included in the unit lump sum price "Removal of Structures and Obstructions".

All other work not listed specifically on the Bid Proposal sheets for removal or in Section 2-02.2 but identified to be removed per the plans and specifications shall be paid for under the unit lump sum price "Removal of Structures and Obstructions".

2-03 ROADWAY EXCAVATION AND EMBANKMENT

2-03.1 Description

(*****)

Excavation beyond the work limits identified on the Contract Plans, unless approved by the Engineer, shall be replaced at the Contractor's expense.

Select Grading for the stream and wetland channels may be required. This work includes field directed grading in the stream channel, wetland floodplain channel, wetland areas, depressional areas, and overflow channel. This work may also include final adjustments to installed log structures.

Excavation for stream channel, wetland floodplain channel, wetland areas, depressional areas, and overflow channel shall be included in "Channel Excavation Incl. Haul."

2-03.3 Construction Requirements

(*****)

SUPPLEMENT this Section with the following:

The Contractor should expect areas of highly saturated soils on Site. The Contractor shall be responsible for controlling surface/subsurface drainage in accordance with 8-01 to achieve proposed grades and compaction requirements as specified.

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

(January 2022 KENMORE GSP)

SUPPLEMENT this Section with the following:

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Density compaction testing may also be conducted per the most current, applicable ASTM test standards.

At the discretion of the Engineer, visual inspection may be conducted in-lieu of density testing for compliance with the plans and specifications.

2-03.3(20) Excavation of Channel, Depression Areas and Wetlands

(*****)

NEW Section:

The channels, depression areas, and wetlands shall be excavated to the required grades as shown in the Contract Plans. Before excavating, the Contractor shall clear and grub the area in accordance with Section 2-01. On-Site native material may be used as fill to achieve proposed grades, unless material is deemed unsuitable by the Engineer.

The Contractor is advised that a portion of the Site is situated in and adjacent to existing wetlands. The Contractor should expect areas of highly saturated soils and ground water seepage. The Contractor shall be responsible for controlling surface/subsurface drainage to achieve the proposed grades and embankment placement and compaction requirements as specified and in a manner acceptable to the Engineer.

The Contractor shall submit an Excavation Work Plan as Type 2 working drawings for review and approval by the Engineer prior to issuance of the Notice to Proceed. The excavation work plan shall show the equipment, sequence of excavation, schedule, stockpiling, grading, temporary fills, dewatering and water control, temporary fish screens, erosion control and pollution prevention, environmental protection measures to be used during construction, channel excavations, backfill and compaction.

The Contractor shall:

- A. Excavate to the lines, grades, and elevations as required to install the streambed sediment, Topsoil Type B, soil amendments, log structures, deformable grade controls, depression areas, wetland areas, overflow channel, wetland channel, riffles, and pools and shown on the Contract Plans. No additional compensation will be made for excess excavation beyond that which is required unless approved by the Engineer.
- B. Repair unauthorized excavations, at no additional cost to the City.
- C. Shape the surface of the excavation, grading, and fill areas to uniform slopes and cross-sections.
- D. Scarify, all fill areas, ensure compaction level is appropriate for planting at the end of excavation work, as specified in section 8-02. .
- E. Do not construct during periods where the fill material may freeze while

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being placed. Do not place fill material on frozen soil.

Temporary fills necessary to assist construction sequence and protect equipment shall be approved by the Engineer. Temporary fills are the sole responsibility and for the benefit of the Contractor and are provided at no additional cost to the City. Temporary fills or stockpiles are included as part of the excavation including haul quantities. No additional payment will be made for stockpiling, double or re-handling of excavated materials.

2-03.3(21) Wet Weather Earthwork

(*****)

NEW Section:

The following items shall be followed if earthwork is to be performed in wet weather or in wet conditions:

1. Earthwork shall be performed in small sections to minimize exposure to wet weather. The size and/or type of construction equipment shall be selected as required to prevent excessive soil disturbance. In some instances, it may be necessary to limit equipment size to minimize subgrade disturbance caused by equipment traffic.
2. Excavation and placement of fill or backfill material will be observed by the Engineer to determine that all work is being accomplished in accordance with the project specifications.
3. The Contractor shall provide the Contracting Agency with copies of test reports as required in Section 2-03.3(14)D.

2-03.3(22) Fine Grading

(*****)

NEW Section:

Stream and wetland construction within the project areas shall include fine grading of streambed sediment. Streambed sediment shall be strategically placed at the direction of the Engineer to create the defined channel with banks and benches through the project area. The work described in this section may include adjustments to large woody material installation. The Contractor shall provide notice to the Engineer 72-hours prior to performing fine grading and schedule four days for the Engineer to be on Site during fine grading.

2-03.4 Measurement

(*****)

SUPPLEMENT this Section with the following:

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Measurement for "Fine Grading" shall be per hour of Engineer directed fine grading.

All work associated with the Excavation Work Plan is incidental to "Channel Excavation Incl. Haul"

Only one determination of the original ground elevation will be made on this project. Measurement for channel excavation will be based on the original ground elevations recorded previous to award of this contract.

If discrepancies are discovered in the ground elevations which will materially affect the quantities of earthwork, the original computations of earthwork will be adjusted accordingly before construction activities begin.

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

2-03.5 Payment

(*****)

SUPPLEMENT this Section with the following:

Payment for "Fine Grading" shall be per hour of Engineer directed fine grading.

All work associated with the Excavation Work Plan is incidental to "Channel Excavation Incl. Haul".

2-07 WATERING

2-07.3 Construction Requirements

(*****)

SUPPLEMENT this Section with the following:

The contractor is responsible for obtaining water for the project. A hydrant permit from Northshore Utility District (District) may be required if the Contractor opts to obtain water from the District's system. The contractor shall secure appropriate approvals and permits for any necessary water.

During construction, the Contractor shall provide dust control as necessary. Failure to provide dust control shall be adequate reason for the Engineer to issue a suspension of work. The Contractor may use a suitable water truck for dust control if flows from the existing hydrant are not sufficient for dust control.

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2 The Contractor shall also furnish all necessary hose, equipment, attachments
3 and accessories for the adequate irrigation of planted areas as may be
4 required to complete the work as specified. All costs shall be incidental to and
5 included in the bid items involved and no additional compensation shall be
6 made.

7 **END OF DIVISION 2**
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DIVISION 8 MISCELLANEOUS CONSTRUCTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.1 Description

(*****)

SUPPLEMENT this Section with the following:

Work shall include installation of temporary erosion control devices including, but not limited to high visibility silt fence, temporary asphalt berm, straw wattle, stabilized construction entrance, gravel bag berm, biodegradable erosion control blanket, and providing for street cleaning to prevent the transport of sediment and other debris from leaving the site.

All disturbed areas shall be temporarily stabilized by seeding or mulching as described in Section 8-01.3(2). The Contractor shall submit the proposed plan for seeding or mulching to the Engineer for approval five days prior to application.

This work also consists of preparing the Stormwater Pollution Prevention Plan (SWPPP), inspecting water pollution and erosion control items, documenting, and testing stormwater discharge.

8-01.2 Materials

(*****)

SUPPLEMENT this Section with the following:

Wattles	9-14.6(5)
High Visibility Silt Fence	9-14.6(9)
Sediment Mat	Special Provision 9-14.6(11)

8-01.3 Construction Requirements

(*****)

SUPPLEMENT this Section with the following:

These specifications are the minimum water pollution/erosion control requirements. Additional requirements or modifications of these specifications may be set forth in the Project permits. See Appendix E for the Hydraulic Project Approval (HPA), USACE NWP Authorization, City of Kenmore Critical Area Permit, and City of Kenmore Engineering Permit project requirements. The Contractor shall perform work in accordance with all provisions listed in these permits. If there are any discrepancies in the Contract Documents or the requirements in these permits, the more restrictive requirement, as determined

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by the Engineer, shall be considered the requirement. Additional measures, beyond what are set forth herein, may be necessary to accommodate the Contract schedule, or materials and construction methods employed by the Contractor.

It is the Contractor's responsibility to assess water pollution and erosion control needs to maintain water quality in accordance with the requirements, conditions, and regulations of applicable codes, orders, ordinances, laws, specifications and permits. This assessment shall be reflected in the Contractor's bid.

The Contractor shall install and maintain all temporary and permanent erosion control Best Management Practices (BMPs) in accordance with the SWPPP, Contract Plans, Standard Specifications, these Special Provisions, permit conditions or as directed by the Engineer prior to clearing, grubbing, or grading or as necessary, as work progresses. Erosion control BMPs as referenced on the Contract Plans and described in these Special Provisions are based on the 2021 King County Surface Water Design Manual.

To the degree possible, the Contractor shall coordinate this temporary work with permanent drainage and erosion control work the Contract requires. The Contractor shall ensure that materials, equipment, and experienced labor are available and on-hand to implement additional erosion control BMPs to address unanticipated situations.

The Contractor shall submit a SWPPP to the Engineer for review and approval prior to beginning construction activities. As construction progresses and seasonal conditions dictate, more erosion control BMPs may be required to ensure complete erosion control. Therefore, during the course of construction, it shall be the obligation and responsibility of the Contractor to address any new conditions that may be created by his or her activities. The Engineer may require the Contractor to provide additional erosion control BMPs in the event of an emergency, and as weather and field conditions dictate.

Temporary erosion protection shall be furnished, installed, and maintained for the duration of this Project to protect environmentally sensitive areas, sloped surfaces, adjacent areas and/or water bodies or conveyance systems. Temporary erosion protection may include the use of straw, jute matting, wattles, heavy plastic sheeting, or other forms of ground cover on areas disturbed by construction. Sloped surfaces shall be restored and protected in such a manner that surface runoff does not erode the embankments, slopes, or ground surfaces, nor create surface channels, or ruts.

The Contractor shall supplement or update the erosion control plan and details included in the Plans as may be required during the course of the Project. The included plan and details are provided solely for the establishment of basic erosion control measures and is not intended to be a complete plan.

SPECIAL PROVISIONS



8-01.3(1) General

(*****)

SUPPLEMENT this Section with the following:

The Contractor shall bear sole responsibility for damage to completed portions of the project and to property located beyond the Project Site caused by erosion, siltation, runoff, or other related items resulting from the Contractor's actions. The Contractor shall also bear sole responsibility for any pollution of rivers, streams, groundwater, or other water which may occur as a result of Project construction operations. The Contractor shall be responsible for damage and clean-up of any sedimentation or pollution caused by the Contractor's operations or actions.

If the Contractor does not meet the Engineer's requirements, the Engineer may (without further notice) provide the necessary erosion and/or water pollution control and deduct all of the costs thereof from any payments due or coming due the Contractor.

No Project borne sediment shall be allowed to accumulate within a catch basin that is connected to the City's or a private party's storm drainage system. If cleaning during construction is needed, the cleaning operation shall not flush sediment-laden water into the downstream storm system including streams, creeks, lakes, and ditches. The cleaning shall be conducted using an approved vacuum truck capable of jet rodding the drainage system pipes. The collection and disposal of the sediment shall be the responsibility of the Contractor at no cost to the City.

8-01.3(1)A Submittals

(*****)

SUPPLEMENT this Section with the following:

The Contractor shall provide a phone list of the project manager, the site superintendent, the foreman and other key personnel who can be reached at any time in the event of on-Site problems.

8-01.3(1)B1 Erosion Control and Water Quality Monitoring Log Book

(*****)

NEW SECTION:

The Contractor shall maintain an erosion control and water quality monitoring Log Book on Site with the Contract Documents. Required monitoring of erosion control measures shall be tracked in the monitoring Log Book and made available to the Engineer and regulatory agencies upon request. The Log Book

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is to be provided to the City for its permanent records upon completion of the project.

Turbidity sampling is required at least once per calendar week at the turbidity monitoring location shown in the Plans. The benchmark for turbidity value is 25 NTU and a transparency less than 33 centimeters. When the turbidity benchmark is breached, the BMPs installed on-site need to be adapted, maintained or more BMPs shall be installed. If the turbidity exceeds the phone reporting trigger value of 250 NTU or the transparency is 6 cm or less at any time, report the discharge to the contacts listed in Section 8-01.3(1)G. Refer to the Engineer-approved SWPPP for appropriate sampling methods and further actions to be taken if the benchmark turbidity value or phone reporting trigger value are exceeded. All BMP implementation and maintenance shall be recorded in the water quality monitoring log book.

Water quality monitoring is also required for this project at 20-minute intervals during the installation and removal of the Temporary Stream Bypass. Monitoring shall be performed upstream and downstream of the project, as indicated on the plans. During installation and removal of the bypass, temporary turbidity may occur. Turbidity shall be within 5 NTU of background level (if background is less than 50 NTU) or up to 10% within background value (if background 50 NTU or greater) at the downstream monitoring location.

Water quality monitoring shall be accomplished using Washington State Department of Ecology (WDOE) approved equipment and methods. Records of water quality monitoring and the results are to be noted in the Monitoring Log Book.

8-01.3(1)C Water Management

(*****)

SUPPLEMENT this Section with the following:

The Contractor shall be responsible for preventing water pollution due to construction materials, methods, or equipment. Repair, replacement, or corrective action shall be implemented immediately where needed or as directed by the Engineer.

Equipment shall be free of excessive fluid leaks and in good working order. The Contractor shall designate fueling area(s) and receive approval of the Engineer prior to using the fueling area(s). All equipment must be fueled and serviced in the designated area(s). The Contractor shall clean up, dispose, and restore any area contaminated with fuel, grease, oil, solvents, etc. at no additional cost to the City. Disposal of the contaminants shall be in accordance with WDOE requirements.

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At no time shall concrete, concrete by-products, vehicle fluids, paint, chemicals, or other polluting matter be permitted to be discharged to the temporary or permanent drainage system or to be discharged from the project site to surface waters. Violators are subject to fines and are responsible for all costs associated with clean up and restoration.

Wastewater from concrete cutting operations shall be collected by vacuum or pumped into containers for disposal. Such wastewater shall not be discharged to the storm drain system or surface waters. Catch basin inserts are not effective in removing the fine particles and other pollutants found in wastewater from cutting operations. Impervious surfaces contaminated with grit and cuttings shall be cleaned to prevent the contaminants from entering the storm drain system or surface waters when it rains. Wastewater from cutting operations can be discharged to on-site soil or other porous surfaces as long as no wastewater is allowed to enter storm drains and surface waters.

If the Engineer, under WSDOT Standard Specifications Section 1-08.6, orders the Work suspended, the Contractor shall continue to control erosion, pollution, and runoff during the suspension.

8-01.3(1)F Surface Water Pollution Prevention Plan

(*****)

NEW section:

Prior to the Contracting Agency's issuance of Notice to Proceed, the Contractor shall submit to the Engineer for review and approval a Surface Water Pollution Prevention Plan (SWPPP) that meets all requirements outlined in the 2021 King County Surface Water Design Manual (KCSWDM). Any changes made to the SWPPP shall be revised and submitted for review by the Engineer. The SWPPP is to remain on Site throughout the duration of construction.

8-01.3(1)G Reporting

(*****)

NEW section:

Site Discharges of Stormwater:

Any site discharge of stormwater with a turbidity testing result greater than 5 NTU over the background level (if background is less than 50 NTU) or greater than 10% over background value (if background 50 NTU or greater) at the downstream monitoring location shall be reported to the City of Kenmore Project Manager.

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Site discharges of stormwater with a turbidity testing result greater than or equal to 250 NTUs or transparency of 6 cm or less, must be reported by phone immediately by the Contractor to:

1. The Department of Ecology – 425-649-7000; and
2. The City of Kenmore Project Manager, Andrew Silvia – 425-230-7279

Contractor shall record testing results in monitoring Log Book along with any remedial actions taken to resolve the high turbidity discharge.

Spill:

If any hazardous materials, including diesel fuel, gasoline, or hydraulic fluid, etc. is discharged to surface waters or the storm drain system, the Contractor shall immediately report by phone to:

1. The Department of Ecology – 425-649-7000; and
2. The City of Kenmore Project Manager, Andrew Silvia – 425-230-7279

The Contractor shall also submit a detailed written report to the Washington State Department of Ecology (Ecology Northwest Regional Office, 15700 Dayton Ave. N., Shoreline WA 98133) within five (5) days that describes the nature of the event, corrective action taken and/or planned, steps to be taken to prevent a recurrence, results of any samples taken, and any other pertinent information. A copy of the report shall also be provided to the City.

Fish Kill or Distress:

The Contractor shall immediately report by phone to:

1. Washington State Department of Fish and Wildlife Area Habitat Biologist Jesse Dykstra, 564-200-3689; and
2. The City of Kenmore Project Manager, Andrew Silvia – 425-230-7279

8-01.3(2)F Protection and Care of Seeded Areas

(July 2024 KENMORE GSP)

NEW section:

No bare areas larger than six (6) square inches, "barren area", and a root depth of less than 1 inch are allowed. Monitor watering to prevent erosion of applied mix. Barren areas persisting in seeded areas thirty (30) calendar days after seeding shall be reseeded per the specifications, at the Contractor's expense and at such time as weather and season permit for seed germination.

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8-01.3(15) Maintenance

(*****)

SUPPLEMENT this Section with the following:

The Contractor shall inspect and maintain the temporary and permanent erosion control BMPs in a satisfactory working condition until such time that construction is complete, and the potential for erosion has passed. BMP maintenance activities shall be noted in the monitoring log book.

The Contractor shall inspect daily on working days and immediately following a storm event, all areas containing permanent and temporary erosion control BMPs. The Contractor shall implement necessary repairs to or replacement of erosion control BMPs promptly. Repairs or replacement shall be performed immediately following a storm event and during prolonged rainfall.

Temporary Suspension of Work:

It is the Contractor's responsibility to control water pollution and erosion resulting from their activities. All minimum required BMPs shall be installed and fully operational. If the Contractor is unable to satisfactorily abate water pollution or erosion problems due to adverse weather or construction methods, the Engineer shall suspend all or parts of the work until such problems are resolved to the satisfaction of the Engineer. The Contractor shall work diligently to implement additional BMPs or alternate construction methods to control water pollution and erosion and/or complete those parts of the project not affected by the suspension until the Engineer authorizes the suspended work to begin again.

Monitoring:

The Contractor shall implement any monitoring requirements set forth in the Contract Documents.

To document the effectiveness of the Contractor's efforts to control erosion, the Engineer may take samples to monitor the runoff flow for Total Suspended Solids (TSS) concentrations to analyze discharge quality from the project site.

The State Surface Water Quality Standards (WAC 173.201A) for turbidity are:

1. No more than five (5) Nephelometric Turbidity Units (NTU) increase over background levels when background turbidity is 50 NTU or less; or
2. No more than a 10% increase over background levels when background turbidity is greater than 50 NTU.

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A copy of the monitoring report will be provided to the Contractor. Based on the effectiveness of the Contractor's erosion control measures, work may be suspended during periods of rainfall or when rain is forecasted, if water quality protection cannot be maintained.

The following enforcement procedure will be employed to ensure compliance with this specification and applicable codes, regulations, laws and permits:

Minor Violations: These include maintenance of existing BMPs and addressing minor deficiencies (more straw mulch, repairing silt fence, covering stockpiles, etc.). Minor Violations are those which have not yet resulted in water pollution, sediment, or turbid water leaving the site. Initial notice of minor violations may be verbal or written. Failure to correct these violations within the time set forth by the Engineer shall result in written Correction Notice.

Correction Notice: Failure to comply with Initial Notice of Minor Violation(s) and/or a release of pollutants, turbid water, or sediment from the site shall result in a Correction Notice. The Correction Notice shall: 1) identify the work which needs to be performed to control water pollution or erosion; and 2) establish a specific timeframe for completion of such work. Other work on the site may be suspended as directed by the Engineer until the corrections are completed.

Stop Work Order: Failure to address a Correction Notice within the timeframe specified shall result in the issuance of a Stop Work Order. Upon issuance of the Stop Work Order, all work on the site not directly related to correcting the water pollution or erosion problems shall be suspended as directed by the Engineer. Work on other aspects of site shall not resume until such problems are resolved to the satisfaction of the Engineer and the Stop Work Order is removed.

Suspension of Work: Work shall be suspended if three Stop Work Orders are issued. No work, other than maintenance activities, shall take place unless authorized in writing by the Engineer.

When work is suspended, Section 1-08.7, Maintenance During Suspension of the Standard Specifications shall apply. The Contractor shall be responsible for the maintenance of all aspects of project during the suspension of work including but not limited to any temporary roadways, drainage facilities, erosion control BMPs, signing, lighting, and traffic control, all at no additional cost to the City; and 2) such suspension of work shall not constitute a basis for claims or adjustments in costs.

8-01.3(17) Dewatering (*****)

NEW section:

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High groundwater conditions are anticipated throughout the Project Site. Sections of the Site on which earthwork activities are occurring shall be fully dewatered prior to commencement of earthwork. Dewatering is required prior to any in-stream work or work in existing wetlands shown in the Contract Plans. Stream flow is not subject to dewatering operations, and shall be managed according to Section 8-31. The contractor is not entitled to any extensions in contract time due to delays in securing permits or permissions associated with the chosen dewatering method.

If Contractor wishes to discharge to the Northshore Utility District Sewer System, the Contractor shall include this information in the SWPPP for Engineer approval prior to dewatering any portion of the site. The Contractor shall furnish all equipment needed to pump water and allow for sedimentation and/or treatment of dirty or sediment laden water prior to discharge to the sewer system. Discharge of water to the sewer system will require permission from the Northshore Utility District and a Construction Dewatering Authorization from King County Water Treatment Division. Securing these authorizations and permissions is the responsibility of the contractor.

If Contractor wishes to discharge to the existing stream, the Contractor shall include this information in the SWPPP for Engineer approval prior to dewatering any portion of the site. The Contractor shall furnish all equipment needed to pump water and allow for sedimentation and/or treatment of dirty or sediment laden water prior to discharge to the stream. The Contractor will not be permitted to discharge dirty, sediment laden, or polluted water to the stream. Discharge of water to the stream may require a Construction Stormwater General Permit from the Department of Ecology. Obtaining this permit shall be the responsibility of the contractor.

The Contractor shall furnish all equipment necessary to dewater the excavation. Before operations begin, the Contractor shall have sufficient pumping equipment and/or other machinery available on site to assure that the operation of any dewatering system can be maintained.

The Contractor shall dispose of the water in such a manner as not to cause a nuisance or menace to the public, and comply with all codes, regulations, and ordinances of applicable governing authorities with regard to drilling, dewatering, and erosion & sediment control.

The release of groundwater to its static level shall be performed in such a manner as to maintain the undisturbed state of the natural foundation soil, prevent disturbance of backfill and prevent movement of structures and pipelines.

The dewatering system shall be installed and operated by the Contractor so that the groundwater level outside the excavation is not reduced to the extent

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that would damage or endanger adjacent structures or property. Should settlement of the surrounding area and/or structures be observed, the Contractor shall cease dewatering operations and implement contingency plans. The cost of repairing any damage to adjacent structures, underground facilities or utilities and satisfactory restoration of above ground facilities to include fences, paving, concrete, etc., shall be the responsibility of the Contractor.

The Contractor shall be required to comply with all conditions and requirements mandated by the WA Department of Ecology for the construction, operation, and decommissioning of dewatering facilities.

8-01.4 Measurement

8-01.4(4) Item Not Included with Lump Sum Erosion Control and Water Pollution Prevention

(*****)

REPLACE this Section with the following:

"SWPPP", lump sum.

"Dewatering", lump sum.

8-01.5 Payment

8-01.5(2) Item Bids

(*****)

"SWPPP", lump sum.

The lump sum Contract price for "SWPPP" shall be full pay for all labor, equipment, materials, and supervision utilized to prepare, modify, and adhere to the Surface Water Pollution Prevention Plan.

"Dewatering", lump sum.

The lump sum Contract price for "Dewatering" shall be full pay for all labor, equipment, materials, and supervision necessary to dewater the site as needed to complete the work detailed in the contract plans while complying with all relevant permit conditions, laws, and regulations.

8-02 ROADSIDE RESTORATION

8-02.3 Construction Requirements

8-02.3(1) Responsibility During Construction

(*****)

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SUPPLEMENT this Section with the following:

Throughout planting operations, the Contractor shall keep the premises clean, free of excess soils, plants, and other materials, including refuse and debris, resulting from the Contractor's work. At the end of each workday, and as each planting area is completed, it shall be neatly dressed, and all surrounding walks and paved areas shall be swept to remove soil and plant debris. At the conclusion of work, the Contractor shall remove surplus soils, materials, and debris from the construction site.

Planting location is within the areas shown on the Contract Plans. Plants shall not be installed in areas with standing or ponding water.

Depending on the availability of natural rainfall, the Contractor will need to provide supplemental watering to ensure plant survival until the end of the one-year guarantee period described in 1-05.12(1).

The Contractor shall warrant 100 percent plant survival through the one-year guarantee period described in 1-05.12(1). Plants shall be in a healthy and flourishing condition.

Prior to plant installation, the Contractor shall notify the Engineer of any conditions that are judged to impair plant survival. Alternatives will be approved by the Resident Engineer prior to plant substitution.

8-02.3(5)A Seeding Area Preparation

SUPPLEMENT this Section with the following:

All seeding areas to comply with 8-02.3(5)C Planting Area Preparation.

8-02.3(5)C Planting Area Preparation

(*****)

SUPPLEMENT this Section with the following:

Finish grades of planting and seeding areas, shall allow for soil preparation and compost Top Mulch.

Subgrade Preparation shall be per Plan notes.

1 Maximum 2:1 slope, unless otherwise indicated.

2 Smooth and round off surfaces at abrupt grade changes.

3 Feather grades to meet existing gradually.

4 Provide a minimum of 2 percent crown or slope in all landscape areas. The Contractor is responsible for any adverse drainage conditions that may affect

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plant growth, unless the Project Engineer is immediately contacted indicating any possible problem.

Finish grades shall be inspected and accepted by the Project Engineer prior to commencing planting or seeding work.

The costs of removing all excess material and debris shall be incidental to other contract pay items.

Notify Engineer of possible poor draining or heavily compacted soil conditions prior to proceeding with construction.

8-02.3(6) Mulch and Amendments

(*****)

SUPPLEMENT this Section with the following:

Soil amendments shall be per Contract Plan details.

Top Mulch shall be per 8-02.3(6)A Compost – Top Mulch.

8-02.3(6)A Compost

(*****)

SUPPLEMENT this Section with the following:

Medium Compost shall be used in all planting areas as top mulch and subgrade prep (8-02.3(5)).

Depth for Subgrade prep: 6" depth mulch mixed into top 12" of soil.

Depth for Top Mulch: 3" uniform depth in upland, and wetland and riparian buffer planting areas.

8-02.3(8) Planting

(*****)

SUPPLEMENT this Section with the following:

Planting materials shall be native plants, nursery grown in the Puget Sound area of Washington.

Plants shall be handled to avoid all damage, including breaking, brushing, root damage, sunburn, drying, freezing or other injuries. Plants must be covered during transport. Plants shall not be bound with wire or rope in a manner that could damage branches. Protect plant roots with shade and wet soil in the time period between delivery and installation. Do not lift container stock by trunks, stems, or tops. Do not remove from containers until ready to plant.

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Planting trees, shrubs, and groundcovers must be performed during the period between October 1st and April 30th. All plants shall be watered thoroughly immediately upon installation. Plants whose roots have dried out from exposure will not be accepted at installation inspection. All rejected plants shall be immediately removed from the site.

Plants shall be normal in pattern of growth, healthy, well-branched, vigorous, with well-developed root systems and free of pests and disease. Damages, diseased, pest-infested, scraped, bruised, dried-out, burned, broken or defective plants will be rejected. Plants with pruning wounds over 1 inch in diameter will be rejected.

Plant substitutions are not permitted without the permission of the project biologist. Same-species substitutions of larger or smaller sized plants and the substitution of bare-root plants for container plants also require permission of the Contracting Agency. Small plants and bare root plants often experience less transplant shock and adapt more quickly to site conditions, resulting in a higher success rate. However, same-species substitutions will only be approved based on certain site-specific conditions. Landscaping varieties are not acceptable substitutions.

Immediately before installation, plants with minor root damage (some broken and/or twisted roots) must be root-pruned. Matted or circling roots of containerized plantings must be pruned or straightened, and the sides of the root ball must be roughened from top to bottom to a depth of 1/2 inch in two or four places. Plants with any other type of root damage will be rejected. All rejected plants will be immediately removed from the site.

Wetland Planting: Pit plant all wetland plants in combined site soil and medium compost, blended, during excavation for planting. Place 3" of medium compost Top mulch evenly across all wetland planted areas.

If plantings fall over for any reason, they shall be replanted or replaced, as necessary.

Do not brace the plant tightly or too high on the stem. If the plant is unable to sway, it will further lose the ability to support itself. Do not use wire in a rubber hose for strapping or other strapping that exerts pressure on the bark under normal conditions. As soon as supporting the plant becomes unnecessary, remove the stakes. All stakes shall be removed minimum 14 days prior to the completion of the one-year guarantee period described in 1-05.12(1).

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8-02.3(17) Placing Compost Sock and Erosion Control Blanket

(*****)

NEW SECTION:

Compost Sock shall be placed as shown in the plans for floodplain slope stabilization.

The Contractor shall provide a copy of the manufacturer's recommended installation procedures to the Engineer prior to beginning installation.

Biodegradable erosion control blanket shall be placed on all stream side slopes as shown in the Plans for streambank stabilization. Biodegradable Erosion Control Blanket shall be made of coconut fibers enmeshed in a biodegradable double netting made of jute or approved equal. The blanket shall be specified for slopes as steep as 2:1 and shall have a minimum weight of 9 oz/sy. The blanket shall be installed and staked per the manufacturer's recommendations.

The Contractor shall provide a copy of the manufacturer's recommended installation procedures to the Engineer prior to beginning installation.

8-02.4 Measurement

(*****)

SUPPLEMENT this section with the following:

Measurement for "Biodegradable Erosion Control Blanket" shall be per square yard.

Measurement for "Compost Sock" shall be per linear foot.

Measurement for the "Medium Compost" shall be per cubic yard.

Measurement for "Seeding and Mulching by Hand" shall be per square yard

8-02.5 Payment

(*****)

SUPPLEMENT this section with the following:

Payment for "Biodegradable Erosion Control Blanket" shall be per square yard.

The unit contract price for "Biodegradable Erosion Control Blanket", including all incidental work, shall be full compensation for all labor, materials, tools and equipment necessary to satisfactorily complete the work as defined in the Standard Specifications, these Special Provisions, and the Plans.

Payment for "Compost Sock" shall be per linear foot.

SPECIAL PROVISIONS



The unit contract price for "Compost Sock", including all incidental work, shall be full compensation for all labor, materials, tools and equipment necessary to satisfactorily complete the work as defined in the Standard Specifications, these Special Provisions, and the Plans.

Payment for "Medium Compost" shall be in cubic yards.

The unit contract price for "Medium Compost", including tilling compost that will be used as an amendment, and all other incidental work , shall be full compensation for all labor, materials, tools and equipment necessary to satisfactorily complete the work as defined in the Standard Specifications, these Special Provisions, and the Plans.

Payment for "Seeding and Mulching by Hand" shall be per square yard.

The unit contract price for "Seeding and Mulching by Hand", including all incidental work, shall be full compensation for all labor, materials, tools and equipment necessary to satisfactorily complete the work as defined in the Standard Specifications, these Special Provisions, and the Plans.

8-21 PERMANENT SIGNING

8-21.2 Materials

(*****)

SUPPLEMENT this Section with the following:

Critical Area Sign	9-19.1
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8-21.3 Construction Requirements

8-21.3(13) Critical Areas Sign

(*****)

NEW section:

Sign shall be mounted on the existing fence at the site, as shown in the Contract Plans. The sign shall be 12" by 18". The sign shall include all the required elements shown on the Contract Plans.

Location: Sign shall be located by Engineer prior to mounting. Approximate locations for the signs are shown in the Contract Plans.

8-21.3(13)A Submittals

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Contractor shall provide digital image from sign vendor for approval by the Owner at least seven (7) calendar days prior to fabrication.

8-21.4 Measurement

SUPPLEMENT this Section with the following:

"Critical Areas Sign", will be measured per each.

Critical Areas Sign per each shall include full payment for all submittals, sign fabrication and delivery to site, mount fabrication and mount and sign installation as shown on the Plans.

8-21.5 Payment

SUPPLEMENT this Section with the following:

"Critical Areas Sign", per each.

8-30 WATER CROSSINGS

DELETE this section in its entirety.

8-31 TEMPORARY STREAM DIVERSION

8-31.2 Materials

(*****)

SUPPLEMENT this Section with the following:

Materials shall meet the requirements of the following sections:

Sediment Mat	Special Provision 9-14.6(10)
Quarry Spalls for Temporary Quarry Spalls Mat	8-15 RIPRAP

Gravel bags for the temporary berm and bypass shall be 17" x 27"
Polypropylene bags filled with washed rounded pea gravel or clean sand, or
as directed by the Engineer; no angular or crushed materials may be used.

8-31.3 Construction Requirements

8-31.3(1) General

8-31.3(1)A General TSD Requirements

(*****)

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SUPPLEMENT this Section with the following:

The Contractor shall provide, install, and maintain the temporary stream diversion system in compliance with the HPA permit. The temporary stream diversion shown in the Contract Plans is conceptual, and does not fulfill requirements for the contractor to prepare a TSD Plan, as detailed in Section 8-31.3(2). The temporary stream diversion system shall consist of the installation of temporary gravel bag berms, sediment mats, temporary rip rap mat, filter bags, fish screens, temporary bypass pipe, temporary bypass pumps for backup, and miscellaneous appurtenances to isolate the stream banks during in-water work. This work shall also consist of fish removal from the stream diversion areas, and removal of the temporary stream diversion system upon project completion of in-water work.

The temporary stream bypass shall be able to bypass the stream baseflow with a single pump. A standby pump with 100% capacity of the lead pump shall also be provided. The Contractor is responsible for determining actual stream flows at time of construction and sizing the facilities accordingly.

Sediment must not be conveyed downstream during the construction period. The bypass system and any dewatering measures required must be in operation prior to any work done within the stream channel.

Temporary Quarry Spall Mats are to be installed by the Contractor, and decommissioned by removing the quarry spalls from the stream channel and removing them from the project site. Quarry spalls may be reused if the stream diversion extents are relocated during construction.

The sediment mat shall be placed downstream of the stream bypass and Quarry Spalls in the location shown on the Plans. The mat shall be placed to cover the full bottom of the stream channel and 1/3 of the depth of the channel banks. Overlap mat sides a minimum of 6-inches at all edges. The upstream mat shall be placed over the top of the downstream mat and all mats shall be secured with wood stakes. The mats shall extend a minimum distance downstream as shown on the plans. If stream velocity is high, the Engineer may require additional length of sediment mat.

The temporary stream bypass system shall be relocated as needed to allow for all work shown on the Plans.

The requirements for the temporary stream diversion and fish removal that are listed in the Hydraulic Project Approval (HPA) take precedence over language in these Special Provisions, the Contract Plans, or the Standard Specifications.

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8-31.3(2) Temporary Stream Diversion Plan

(*****)

SUPPLEMENT this Section with the following:

The Contractor shall submit the TSD plan for review and approval by the Engineer prior to any in-water work.

The Contractor shall be responsible for sizing the pump appropriately for the amount of flow at the time of construction. The Contractor shall visually monitor the water level at the pump location during storm events. In the case of a storm event that exceeds the pumps capacity, the Contractor shall procure an emergency pump large enough to bypass the streamflow and protect the construction area. In the case of a storm event that exceeds the 2-year peak flow, the contractor may use alternative methods to protect the work area.

The Contractor shall be responsible for sizing the temporary bypass pipe for the 2-year peak storm or greater with a contingency plan to increase the system capacity or protect the work area using other methods in 2 hours or less.

The Temporary Stream Diversion Plan shall include an Overflow Contingency plan that specifies how the contractor will meet the requirements above

The typical stream flow anticipated during construction is:
26.1 cfs (Muck Creek 2-year peak flow)

During all phases of the bypass installation and decommissioning, the Contractor shall maintain existing stream flows downstream of the project site.

8-31.3(3) Fish Block Net Installation and Fish and Aquatic Species Exclusion

(*****)

REPLACE this Section with the following:

No Work within the limits of the Ordinary High-Water Mark will be allowed prior to installation of fish block nets and completion of fish exclusion activities. The contractor shall notify the Engineer a minimum of 14 calendar days before fish block net installation and fish and aquatic species exclusion is scheduled.

Fish exclusion and the removal of fish from the working stream within the project site is the responsibility of the contractor. The Contractor shall provide for and coordinate with an experienced, local fisheries Biologist, approved by the Contracting Agency, for fish removal of the stream reach

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being isolated by the temporary stream bypass system. The fisheries biologist qualifications shall include the following:

1. A minimum of 5 years of experience as a fisheries biologist.
2. The Biologist must have performed fish removal work below the ordinary high-water line of jurisdictional waters within the WDFW fish window on at least 3 projects in which the work was substantially complete in the year 2020 or later.

The contractor shall provide information demonstrating the selected biologist meets the qualifications to the Contracting Agency for review and approval prior to any fish removal work. This information must include contact information for the owner of each project used to satisfy qualification two in the preceding paragraph.

Resident fish shall be removed from the work area prior to any in-stream work. Removed fish shall be relocated alive downstream as directed by the Engineer and as specified in the Hydraulic Project Approval (HPA) permit. The fisheries Biologist, in accordance with any permits, shall perform the following tasks:

1. Fish shall be removed from the stream reach to be diverted by first installing fish screens upstream and downstream of the in-water work area. Location of fish screens shall be approved by the Engineer prior to temporary bypass pump operation. The fish screens shall remain in place for the duration of the construction activities. Once the fish screens are in place, if feasible a beach seine net shall be dragged downstream while guiding all fish to the downstream screen and collecting the fish at this end. Alternatively, the seine may be dragged downstream to below the lower screen location with only the upper screen in place to herd fish out of the project area without the need to capture them. In this case the seine net or another block net would remain in place at the lower end until the lower screen is placed. Prior to the start of dewatering, fish shall be removed by conducting four-pass electrofishing. If Chinook are found during the fish removal activities, electrofishing shall cease immediately. Electrofishing must be conducted according to the NMFS (2000) Guidelines for Electrofishing Waters Containing Salmonids Listed under the Endangered Species Act.

2. During dewatering of the reach, any remaining fish stranded in remaining pools shall be gathered and removed with hand nets as the water level is drawn down.

3. Upon removal, fish are to be transported in clean buckets half-filled with stream water and immediately reintroduced into the stream downstream of the project site.

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4. For each day that fish have been removed from the stream reach, the stream biologist shall prepare a report documenting the number and species of fish that were captured and removed. The report shall be provided to the Contracting Agency within 5 working days of the fish removal.

Fish capture and transportation equipment is to be ready and on the job site for the duration of construction, including hand nets and buckets, to net and relocate fish that were missed during removal or that bypassed fish screens.

8-31.4 Measurement

(*****)

SUPPLEMENT this Section with the following:

"Temporary Stream Diversion", Lump Sum.

"Fish Exclusion", Lump Sum.

8-31.5 Payment

(*****)

SUPPLEMENT this Section with the following:

Payment will be made for the following Bid items when it is included in the Proposal:

"Temporary Stream Diversion", lump sum.

The lump sum Contract price for "Temporary Stream Diversion" shall be full payment to perform the Work as specified. Progress payments for the lump sum item "Temporary Stream Diversion" will be made as follows:

1. Twenty-five percent of the bid amount will be paid following completion of the TSD Plan including resolution of all Contracting Agency review comments.

2. The remaining seventy-five percent of the bid amount shall be paid in accordance with Section 1-09.9.

All costs associated with the maintenance of the temporary stream diversion system is included in the lump sum item "Temporary Stream Diversion."

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All costs associated with the preparation of the stream diversion plan as outlined in section 8-31.3(2) is included in the lump sum item "Temporary Stream Diversion."

"Fish Exclusion", Lump Sum.

"Fish Exclusion", Shall be full pay for Fish Block Net Installation and Fish and Aquatic Species Exclusion as described in Section 8-31.3(3) above. Fish block nets damaged due to the Contractor's operation shall be repaired or replaced by the Contractor at no expense to the Contracting Agency.

8-32 DEFORMABLE GRADE CONTROL STRUCTURES

(*****)

New Section, Add the following sections:

8-32.1 Description

This work consists of furnishing and installing deformable grade control structures to the lines, dimensions, and grades designated in the Plans or established by the Engineer.

8-32.2 Materials

Deformable grade control structures shall be constructed using Slash material. Slash is comprised of untreated natural woody debris, preferably cedar and fir, from on-site clearing operations for the project. Branches (1/2 to 4-inch in diameter) and small diameter trees (up to 4-inch) from on-site trees removed during clearing shall be used when possible. If insufficient material is available on-site, the Contractor shall import slash material meeting these specifications. Leave stems and leaves attached to cuttings.

8-32.3 Construction Requirements

The slash shall be layered in the trench with streambed gravel and sediment mix matching that used in the proposed streambed in 1-foot lifts. Hand placement of the gravels may be required to achieve the vertical portions of the woody debris without flattening the wood. The slash shall protrude above each gravel lift. The vertical portions of the slash shall be visible across the entire length of the deformable grade control in a random appearing fashion.

The deformable grade control shall be flush with the adjacent ground surfaces with the woody debris slightly exposed (less than 4-inches) above the finished grade. The slash shall range in size and make up approximately 50-percent of the trench volume.

SPECIAL PROVISIONS



The deformable grade control structure position may be adjusted by the Engineer to fit field conditions at no added cost.

8-32.4 Measurement

Deformable grade control structure will be measured per each structure. Excavation including haul, streambed gravel, streambed sediment, slash and other miscellaneous items of construction shall not be measured.

8-32.5 Payment

Payment will be made for the bid item "Deformable grade control structure" per each structure.

The unit contract price per each shall be full payment for all material, labor and equipment costs associated with furnishing and installing the deformable grade control structure as specified.

8-33 STREAMBED SEDIMENT

(*****)

NEW Section:

8-33.1 Description

This Work shall consist of placing Streambed Sediment along the new channel in conformity with the locations, lines, and dimensions shown on the Plans. The location of logs, deformable grade controls, and streambed sediment are shown approximately on the Plans. Their final locations, orientations, and degree of burial will be directed by the Engineer. See Section 8-34 LOG STRUCTURES for log requirements and Section 8-32 DEFORMABLE GRADE CONTROL STRUCTURES for deformable grade control requirements.

8-33.2 Materials

Materials shall meet the requirements of the following sections:

Streambed Sediment 9-03.11(1)

No Streambed Sediment shall be placed until the material has been accepted by the Engineer. After acceptance by the Engineer, Streambed Sediment shall be thoroughly mixed before placement. Acceptance will be based upon visual inspection by the Engineer.

8-33.3 Construction Requirements

Stockpiling Streambed Sediment:

SPECIAL PROVISIONS



Streambed Sediment as described above, shall be mixed and stored as a single well graded stockpile separate from other aggregates.

Placing Streambed Sediment:

Before placing Streambed Sediment, the Contractor shall notify the Engineer so that they can visually confirm the channel excavation meets the lines, subgrades, and dimensions shown on the Contract Plans.

Streambed Sediment shall be placed in the prepared channel to the lines and grades shown on the Contract Plans. Streambed sediment final installation shall be well graded. No angular rock shall be placed within the channel.

Contractor shall survey and stake stream channel and stationing. Offset and reference stakes shall be set and maintained at a minimum interval of 25 ft and shall be maintained until the work is completed. Offset and reference stakes shall be set beyond the limits of excavation and fill for reference and control of construction. Placement of Streambed Sediment shall be constructed to ensure that low stream flows are conveyed above the surface of the finished channel. Streambed Sediment shall be placed in lifts no thicker than 12 inches. The contractor shall compact each lift to be uniformly dense and unyielding as approved by the engineer.

During and after placement, the Contractor shall apply water to ensure the flow does not go subsurface. At no time shall water be applied at a rate that causes the streambed mix to erode. If water is observed to go subsurface, additional streambed sediment shall be washed in until the interstitial voids of the streambed mix are satisfactorily filled and when water equivalent to the flow rate of the stream does not go subsurface. If water is not present in the stream, the Contractor shall apply water to the stream channel for visual acceptance by the Engineer.

Contractor shall install and maintain erosion and sediment control facilities as shown in the Contract Plans and in accordance with Section 8-01.

8-33.4 Measurement

Measurement for "Streambed Sediment" shall be per cubic yard, complete in place.

8-33.5 Payment

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

"Streambed Sediment", per cubic yard.

SPECIAL PROVISIONS



The Bid item price for "Streambed Sediment" shall include all costs for the work required to furnish and install the sediment indicated in Contract including delivery, excavation, compacting, watering, shaping, and disposal of debris.

The unit contract bid price(s) above, including all incidental work, shall be full compensation for all labor, materials, tools and equipment necessary to satisfactorily complete the work as defined in the Plans and these Special Provisions. If Streambed Sediment is sourced on site, all incidental work and materials necessary to screen the material for non-conforming elements and confirm its distribution meets the contract requirements shall be incidental to the unit contract bid price.

8-34 LOG STRUCTURES

(*****)

NEW Section:

8-34.1 Description

This Work consists of placing Large Woody Material (LWM) for Habitat and Bank Protection, meeting the locations, lines, and reference points as shown on the Contract Plans and as directed by the Engineer. The work shall also include excavation for trenches, backfill and compaction.

8-34.2 Materials

Materials shall meet the requirements of the following sections:

Logs

Special Provision 9-09.4

Logs

All trees or tree parts larger than 4-in diameter and longer than 6-ft removed during clearing and grubbing shall be salvaged and stockpiled for potential use in log structures. Rootwads shall be kept intact. Those removed trees conforming to requirements in Special Provision 9-09.4 shall be marked. The remaining removed trees shall be further incorporated into the log structures and other areas below OHWM as field directed by the Engineer. The source(s) for additional logs required to complete the installation of the log structures shall be approved by the Engineer prior to delivery to the site.

Log structures include logs with rootwad attached and plain logs without rootwad. Log types and sizes shall follow Special Provision 9-09.4.

8-34.3 Construction Requirements

Log Sorting and Handling

SPECIAL PROVISIONS



The Contractor shall identify a log stockpile area and a log staging area that are outside of the log structure construction area. Prior to any structure installation, the Contractor shall sort all logs salvaged from the site. Logs and piles shall be grouped by DBH. The Engineer will identify significant logs to be brought to the staging area and used in specific log structures. Logs shall be handled in such a way as to minimize damage to root wads and limbs during hauling, stockpiling, and placement.

Log Structures

Before placing the log structure, the Contractor shall notify the Engineer so that he or she can visually confirm the channel excavation meets the lines, grades, and dimensions shown on the Plans.

All log structures shall be installed as shown on the Plans and as field directed by the Engineer. Provide notice to the Engineer at least 3 days prior to log installation. The Engineer will approve log structure installation prior to installation of anchors. The Engineer may require the Contractor to adjust the placement to fit the field conditions.

Where shown and as indicated on the Contract Plans, logs shall be anchored by installing duckbill anchors or an alternative approved by the engineer. Anchors shall have a minimum holding capacity of 3,000 pounds, and shall be installed per manufacturer instructions.

Minimize trench widths associated with log installation to the log diameter plus two (2) feet. Field adjustments may be directed by the Engineer to improve contact between logs within a complex or revetment to achieve desired stability of the logs. Logs shall be tamped and/or pressed against soil so they are in solid contact and resting in a secure position.

Backfill and compact any open trenches for log structure installation as required to meet compaction requirements for excavated material to return the site to the design grade. Materials excavated from on-site may be used as backfill, when approved by the Engineer.

8-34.4 Measurement

Measurement for log structures shall be:

- "Type A Log" per each.
- "Type B Log" per each.
- "Type C Log" per each.
- "Type D Log" per each.

8-34.5 Payment

Payment will be made in accordance with Section 1-04.1 for the following bid item(s):

SPECIAL PROVISIONS



1 "Type A Log" per each.

2 "Type B Log" per each.

3 "Type C Log" per each.

4 "Type D Log" per each.

5
6 The contract unit prices above shall include all costs for the work required to
7 furnish and install the structures as shown on the plan; including, but not limited
8 to, work to haul, furnish, to fell, and to cut, limb, and prune; to shape the stream
9 channel and the area to receive all the logs included in the log structure; to place
10 and anchor the logs; to remove and dispose of debris and material required to
11 install the structure, and to install and compact soil around the structure as may
12 be necessary. Field directed placement of up to 24 pieces of salvaged wood (larger
13 than 4-inch diam. and smaller than 12-inch diam., and longer than 6-ft) shall be
14 incidental to the cost of the logs. Providing and installing the duck bill anchors per
15 manufacturer specifications shall be included in the unit price of the logs.

16
17 The unit contract bid price(s) above, including all incidental work, shall be full
18 compensation for all labor, materials, tools and equipment necessary to
19 satisfactorily complete the work as defined in the Plans and these Special
20 Provisions.

21 22 **END OF DIVISION 8**

SPECIAL PROVISIONS



DIVISION 9 MATERIALS

9-03 AGGREGATES

9-03.21 Recycled Material

9-03.21(1) General Requirements

(January 2022 KENMORE GSP)

SUPPLEMENT this section with the following:

Recycled hot mix asphalt, recycled glass (glass cullet), and recycled steel furnace slag may not be used as backfill under or within 2 feet of any landscaped areas or as trench backfill.

9-09 TIMBER AND LUMBER

9-09.4 Logs

(*****)

NEW Section:

Logs used to construct log structures shall be of locally-native fir and cedar species, sound quality, and free of rot, insect damage, large knots, or any preservative such as creosote. Logs shall not be encrusted with silt and fines. Trees to be removed within the project limits shall be reused for log structures if they meet the criteria in this Special Provision.

Types and sizes of logs shall be as follows:

Log Type	DBH (inches)	Min. Length (feet)*	Rootwad Diameter (feet)
A	18	20	4-5
B	12	15	3-5
C	18	20	N/A
D	12	20	N/A

* Log length excludes rootwad length

Type A and B logs shall have an attached rootwad. Type C and D logs shall be straight sections of log without rootwad and shall not contain tree limbs or roots. DBH shall be measured 4.5 feet from the base end of the log. Rootwads shall have a diameter of 3 feet \pm 0.5 feet, and a diameter of at least 2.0

SPECIAL PROVISIONS



times the DBH. Type and size of each log shall be selected as shown in the Plans.

9-14 EROSION CONTROL AND ROADSIDE PLANTING

9-14.3 Seed

SUPPLEMENT this Section with the following:

Seed for Upland and Riparian Buffer shall be a mix of drought tolerant grasses and perennial natives per the following blend:

- 35% \pm 5% *Deschampsia cespitosa* (Tufted Hairgrass)
- 30% \pm 5% *Agrostis exarata* (Spike Bentgrass)
- 5% \pm 1% *Anaphalis margaritacea* (Pearly Everlasting)
- 30% \pm 5% *Carex pachystachya* (Chamisso Sedge)

Application rate: 60 lbs. per acre.

Seed for Wetlands and Streamside shall be a mix of wet tolerant rushes and perennial natives per the following blend:

- 30% \pm 5% *Eleocharis palustris* (Creeping Spikerush)
- 35% \pm 5% *Carex obnupta* (Slough Sedge)
- 10% \pm 2% *Sagittaria latifolia* (Wapato)
- 25% \pm 5% *Scirpus microcarpa* (Small Fruited Bulrush)

Application rate: 60 lbs. per acre.

END OF DIVISION 9

VI. APPENDICIES

APPENDIX A

Overtime Codes

Overtime calculations are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
 - G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
 - J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
 - K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
 - M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

- 1. N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
- P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
- W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
- Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
- Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

Overtime Codes Continued

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
- F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
- M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
- R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
- H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
- J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.

Overtime Codes Continued

4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage
- C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.
- D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

EXCEPTION:

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

- E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
- S. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, work performed in excess of (10) hours shall be paid at one and one half (1-1/2) times the hourly rate of pay. On Monday through Friday, work performed outside the normal work hours of 6:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations).
- All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.
- Multiple Shift Operations: When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. Special Shifts: The Special Shift Premium is the basic hourly rate of pay plus \$2.00 an hour. When due to conditions beyond the control of the employer or when an owner (not acting as the contractor), a government agency or the contract specifications require more than four (4) hours of a special shift can only be performed outside the normal 6am to 6pm shift then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid the special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday).
- U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

When an employee returns to work without at a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

Overtime Codes Continued

11. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

B After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

C The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage. All non-overtime and non-holiday hours worked between 4:00 pm and 5:00 am, Monday through Friday, shall be paid at a premium rate of 15% over the hourly rate of wage.

D. All hours worked on Saturdays and holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

E. The first two (2) hours after eight (8) regular hours Monday through Friday, the first ten (10) hours on Saturday, and the first ten (10) hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, and Sundays shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

Overtime Codes Continued

11. F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one-half times the hourly rate of wage for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- G. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.
- All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of nine (9) hours or more. When an employee returns to work without at least nine (9) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the nine (9) hours rest period.
- H. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.
- All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of ten (10) hours or more. When an employee returns to work without at least ten (10) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the ten (10) hours rest period.
- J. All hours worked on holidays shall be paid at double the hourly rate of wage.
- K. On Monday through Friday hours worked outside 4:00 am and 5:00 pm, and the first two (2) hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked over 10 hours per day Monday through Friday, and all hours worked on Saturdays, Sundays, and Holidays worked shall be paid at double the hourly rate of wage.
- L. An employee working outside 5:00 am and 5:00 pm shall receive an additional two dollar (\$2.00) per hour for all hours worked that shift. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

Overtime Codes Continued

11. M. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.
- Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift of 5:00 am to 6:00 pm, then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shift shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten shifts.
- On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay. All work performed after 6:00 pm Saturday to 5:00 am Monday, all work performed over twelve (12) hours, and all work performed on holidays shall be paid at double the straight time rate of pay.
- Shift Pay Premium: In an addition to any overtime already required, all hours worked between the hours of 6:00 pm and 5:00 am shall receive an additional two dollars (\$2.00) per hour.
- N. All work performed over twelve hours in a shift and all work performed on Sundays and Holidays shall be paid at double the straight time rate.
- Any time worked over eight (8) hours on Saturday shall be paid double the straight time rate, except employees assigned to work six 10-hour shifts per week shall be paid double the straight time rate for any time worked on Saturday over 10 hours.
- O. All work performed on Saturdays, Sundays, and Holidays shall be paid at one and one half (1-1/2) times the straight time rate of pay.

Overtime Codes Continued

11. P. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.
- Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift of 5:00 a.m. to 6:00 p.m., then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shifts shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten-hour shifts.
- In the event the job is down due to weather conditions, then Saturday may, be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.
- When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.
- Q. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 35% over the hourly rate of wage. Work performed on Sundays shall be paid at double time. All hours worked on holidays shall be paid at double the hourly rate of wage.
- R. On Monday through Saturday hours worked outside 6:00 am and 7:00 pm, and all hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- When a holiday falls on a Saturday, the Friday before shall be the observed holiday. When a holiday falls on a Sunday, the following Monday shall be the observed holiday.
- S. The first ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions, or other conditions beyond the control of the Employer, then Saturday may be worked at the straight time rate, for the first eight (8) hours, or the first ten (10) hours when a four day ten hour workweek has been established.
- All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

Benefit Code Key – Effective 3/5/2025 thru 8/30/2025

11. T. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.
- On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay.
- All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.
- U. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.
- On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay.
- All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.
- If, due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift, then a Special Shift may be worked, Monday through Friday, at the straight-time rate. The starting time of work for the Special Shift will be arranged to fit such conditions of work. Such Special Shift shall consist of eight (8) hours of work for eight (8) hours of pay or ten (10) hours of work for ten(10) hours of pay on a four-ten workday schedule.

Holiday Codes

5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
- C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).

Holiday Codes Continued

5. I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).

Holiday Codes Continued

6. G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
- H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).
- T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.

Holiday Codes Continued

7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Holiday Codes Continued

7. G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Holiday Codes Continued

7. K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, Christmas Eve, and Christmas Day (9). Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday. Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Holiday Codes Continued

15. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- M. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- O. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, the day before Christmas day, and Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Benefit Code Key – Effective 3/5/2025 thru 8/30/2025

Note Codes

8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.
8. V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.
- Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.
- Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.
- W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.

Note Codes Continued

- X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour.

When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

- Y. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.

Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

- Z. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as a contractor), a government agency or the contract specifications require that more than (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they will be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Note Codes Continued

9. A. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications require that more than four (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Certified Crane Operator Premium: Crane operators requiring certifications shall be paid \$0.50 per hour above their classification rate.

Boom Pay Premium: All cranes including tower shall be paid as follows based on boom length:

- (A) – 130' to 199' – \$0.50 per hour over their classification rate.
- (B) – 200' to 299' – \$0.80 per hour over their classification rate.
- (C) – 300' and over – \$1.00 per hour over their classification rate.

Note Codes Continued

9. B. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

- C. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

- D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.
- E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.
- H. One (1) person crew shall consist of a Party Chief. (Total Station or similar one (1) person survey system). Two (2) person survey party shall consist of a least a Party Chief and a Chain Person. Three (3) person survey party shall consist of at least a Party Chief, an Instrument Person, and a Chain Person.

Benefit Code Key – Effective 3/5/2025 thru 8/30/2025

9. I. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.
- Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.
- Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.
- Employees may be required to perform any combination of work within the Diving team/crew, (with the exception of dive Supervisor) provided they are paid at the highest rate at which he/she has worked for the shift.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.
- Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 05/07/2025

King County

Trade^	Job Classification	Wage	Holiday	Overtime	Note
<u>Asbestos Abatement Workers</u>	Journey Level	\$63.87	5D	1H	
<u>Boilermakers</u>	Journey Level	\$78.89	5N	1C	
<u>Brick Mason</u>	Journey Level	\$71.82	7E	1N	
<u>Brick Mason</u>	Pointer-Caulker-Cleaner	\$71.82	7E	1N	
<u>Building Service Employees</u>	Janitor	\$30.33	5S	2F	
<u>Building Service Employees</u>	Traveling Waxer/Shampooer	\$30.78	5S	2F	

<u>Building Service Employees</u>	Window Cleaner (Non-Scaffold)	\$32.93	5S	2F	
<u>Building Service Employees</u>	Window Cleaner (Scaffold)	\$33.93	5S	2F	
<u>Cabinet Makers (In Shop)</u>	Journey Level	\$22.74		1	
<u>Carpenters</u>	Acoustical Worker	\$78.96	15J	11U	
<u>Carpenters</u>	Bridge Dock and Wharf Carpenter	\$80.50	15J	11U	9L
<u>Carpenters</u>	Floor Layer & Floor Finisher	\$78.96	15J	11U	
<u>Carpenters</u>	General Carpenter	\$78.96	15J	11U	
<u>Carpenters</u>	Scaffold Erector	\$78.96	15J	11U	
<u>Cement Masons</u>	Application of all Composition Mastic	\$77.30	15J	4U	
<u>Cement Masons</u>	Application of all Epoxy Material	\$76.78	15J	4U	
<u>Cement Masons</u>	Application of all Plastic Material	\$77.30	15J	4U	
<u>Cement Masons</u>	Application of Sealing Compound	\$76.78	15J	4U	
<u>Cement Masons</u>	Application of Underlayment	\$77.30	15J	4U	
<u>Cement Masons</u>	Building General	\$76.78	15J	4U	

<u>Cement Masons</u>	Composition or Kalman Floors	\$77.30	15J	4U
<u>Cement Masons</u>	Concrete Paving	\$76.78	15J	4U
<u>Cement Masons</u>	Curb & Gutter Machine	\$77.30	15J	4U
<u>Cement Masons</u>	Curb & Gutter, Sidewalks	\$76.78	15J	4U
<u>Cement Masons</u>	Curing Concrete	\$76.78	15J	4U
<u>Cement Masons</u>	Finish Colored Concrete	\$77.30	15J	4U
<u>Cement Masons</u>	Floor Grinding	\$77.30	15J	4U
<u>Cement Masons</u>	Floor Grinding/Polisher	\$76.78	15J	4U
<u>Cement Masons</u>	Green Concrete Saw, self-powered	\$77.30	15J	4U
<u>Cement Masons</u>	Grouting of all Plates	\$76.78	15J	4U
<u>Cement Masons</u>	Grouting of all Tilt-up Panels	\$76.78	15J	4U
<u>Cement Masons</u>	Guniting Nozzleman	\$77.30	15J	4U
<u>Cement Masons</u>	Hand Powered Grinder	\$77.30	15J	4U
<u>Cement Masons</u>	Journey Level	\$76.78	15J	4U
<u>Cement Masons</u>	Patching Concrete	\$76.78	15J	4U
<u>Cement Masons</u>	Pneumatic Power Tools	\$77.30	15J	4U

<u>Cement Masons</u>	Power Chipping & Brushing	\$77.30	15J	4U	
<u>Cement Masons</u>	Sand Blasting Architectural Finish	\$77.30	15J	4U	
<u>Cement Masons</u>	Screed & Rodding Machine	\$77.30	15J	4U	
<u>Cement Masons</u>	Spackling or Skim Coat Concrete	\$76.78	15J	4U	
<u>Cement Masons</u>	Troweling Machine Operator	\$77.30	15J	4U	
<u>Cement Masons</u>	Troweling Machine Operator on Colored Slabs	\$77.30	15J	4U	
<u>Cement Masons</u>	Tunnel Workers	\$77.30	15J	4U	
<u>Divers & Tenders</u>	Bell/Vehicle/Submersible Operator (not under pressure)	\$156.25	15J	11T	9I
<u>Divers & Tenders</u>	Dive Supervisor	\$157.75	15J	11T	9I
<u>Divers & Tenders</u>	Diver	\$156.25	15J	11T	9I
<u>Divers & Tenders</u>	Diver Tender	\$86.86	15J	11T	9I
<u>Divers & Tenders</u>	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$109.76	15J	11U	
<u>Divers & Tenders</u>	Hyperbaric Worker - Compressed Air Worker	\$118.99	15J	11U	

31.01-44.00 PSI

<u>Divers & Tenders</u>	Hyperbaric Worker - Compressed Air Worker	\$128.22	15J	11U	
	44.01 - 54.00 PSI				
<u>Divers & Tenders</u>	Hyperbaric Worker - Compressed Air Worker	\$137.45	15J	11U	
	54.01 - 60.00 PSI				
<u>Divers & Tenders</u>	Hyperbaric Worker - Compressed Air Worker	\$146.67	15J	11U	
	60.01 - 64.00 PSI				
<u>Divers & Tenders</u>	Hyperbaric Worker - Compressed Air Worker	\$155.90	15J	11U	
	64.01 - 68.00 PSI				
<u>Divers & Tenders</u>	Hyperbaric Worker - Compressed Air Worker	\$165.13	15J	11U	
	68.01 - 70.00 PSI				
<u>Divers & Tenders</u>	Hyperbaric Worker - Compressed Air Worker	\$174.36	15J	11U	
	70.01 - 72.00 PSI				
<u>Divers & Tenders</u>	Hyperbaric Worker - Compressed Air Worker	\$183.59	15J	11U	
	72.01 - 74.00 PSI				
<u>Divers & Tenders</u>	Lead Diver (Dive Master)	\$101.32	15J	11T	9I
<u>Divers & Tenders</u>	Manifold Operator (Life Support Technician)	\$86.86	15J	11T	9I

<u>Divers & Tenders</u>	Remote Operated Vehicle Operator/Technician	\$86.86	15J	11T	9I
<u>Divers & Tenders</u>	Remote Operated Vehicle Operator/Technician	\$86.86	15J	11T	9I
<u>Divers & Tenders</u>	Remote Operated Vehicle Tender	\$80.55	15J	11T	9I
<u>Divers & Tenders</u>	Stand-by Diver	\$96.32	15J	11T	9I
Dredge Workers	Assistant Engineer	\$85.37	5D	3F	
Dredge Workers	Assistant Mate (Deckhand)	\$84.71	5D	3F	
Dredge Workers	Boatmen	\$85.37	5D	3F	
Dredge Workers	Engineer Welder	\$87.02	5D	3F	
Dredge Workers	Leverman, Hydraulic	\$88.77	5D	3F	
Dredge Workers	Mates	\$85.37	5D	3F	
Dredge Workers	Oiler	\$84.71	5D	3F	
<u>Drywall Applicator</u>	Journey Level	\$78.76	150	11S	
<u>Drywall Tapers</u>	Journey Level	\$78.76	150	11S	
<u>Electrical Fixture Maintenance Workers</u>	Journey Level	\$40.69	5L	1E	
<u>Electricians - Inside</u>	Cable Splicer	\$115.15	7C	4E	

<u>Electricians - Inside</u>	Cable Splicer (tunnel)	\$123.64	7C	4E	
<u>Electricians - Inside</u>	Certified Welder	\$111.30	7C	4E	
<u>Electricians - Inside</u>	Certified Welder (tunnel)	\$119.41	7C	4E	
<u>Electricians - Inside</u>	Construction Stock Person	\$54.03	7C	4E	
<u>Electricians - Inside</u>	Journey Level	\$107.44	7C	4E	
<u>Electricians - Inside</u>	Journey Level (tunnel)	\$115.15	7C	4E	
<u>Electricians - Motor Shop</u>	Journey Level	\$48.68	5A	1B	
<u>Electricians - Powerline Construction</u>	Cable Splicer	\$102.42	5A	4D	
<u>Electricians - Powerline Construction</u>	Certified Line Welder	\$93.99	5A	4D	
<u>Electricians - Powerline Construction</u>	Groundperson	\$59.30	5A	4D	
<u>Electricians - Powerline Construction</u>	Heavy Line Equipment Operator	\$93.99	5A	4D	
<u>Electricians - Powerline Construction</u>	Journey Level Lineperson	\$93.99	5A	4D	
<u>Electricians - Powerline Construction</u>	Line Equipment Operator	\$80.96	5A	4D	
<u>Electricians - Powerline Construction</u>	Meter Installer	\$59.30	5A	4D	8W

<u>Electricians - Powerline Construction</u>	Pole Sprayer	\$93.99	5A	4D	
<u>Electricians - Powerline Construction</u>	Powderperson	\$69.84	5A	4D	
<u>Electronic Technicians</u>	Journey Level	\$69.69	7E	1E	
<u>Elevator Constructors</u>	Mechanic	\$115.14	7D	4A	
<u>Elevator Constructors</u>	Mechanic In Charge	\$124.53	7D	4A	
Fabricated Precast Concrete Products	All Classifications - In-Factory Work Only	\$21.34	5B	1R	
<u>Fence Erectors</u>	Fence Erector	\$54.65	15J	11P	8Y
<u>Fence Erectors</u>	Fence Laborer	\$54.65	15J	11P	8Y
<u>Flaggers</u>	Journey Level	\$54.65	15J	11P	8Y
<u>Glaziers</u>	Journey Level	\$82.16	7L	1Y	
<u>Heat & Frost Insulators And Asbestos Workers</u>	Journey Level	\$91.81	15H	11C	
<u>Heating Equipment Mechanics</u>	Journey Level	\$102.92	7F	1E	
<u>Hod Carriers & Mason Tenders</u>	Journey Level	\$67.38	15J	11P	8Y
<u>Industrial Power Vacuum Cleaner</u>	Journey Level	\$16.66		1	
<u>Inland Boatmen</u>	Boat Operator	\$71.28	5B	1K	

<u>Inland Boatmen</u>	Cook	\$69.70	5B	1K
<u>Inland Boatmen</u>	Deckhand	\$70.00	5B	1K
<u>Inland Boatmen</u>	Deckhand Engineer	\$69.55	5B	1K
<u>Inland Boatmen</u>	Launch Operator	\$71.23	5B	1K
<u>Inland Boatmen</u>	Mate	\$89.12	5B	1K
<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Cleaner Operator	\$51.27	15M	110
<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Foamer Operator	\$51.27	15M	110
<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Grout Truck Operator	\$51.27	15M	110
<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Head Operator	\$49.20	15M	110
<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Technician	\$42.99	15M	110
<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	TV Truck Operator	\$46.10	15M	110
<u>Insulation Applicators</u>	Journey Level	\$78.96	15J	11U

<u>Ironworkers</u>	Journeyman	\$90.82	15K	11N	
<u>Laborers</u>	Air, Gas Or Electric Vibrating Screed	\$63.87	15J	11P	8Y
<u>Laborers</u>	Airtrac Drill Operator	\$65.75	15J	11P	8Y
<u>Laborers</u>	Ballast Regular Machine	\$63.87	15J	11P	8Y
<u>Laborers</u>	Batch Weighman	\$54.65	15J	11P	8Y
<u>Laborers</u>	Brick Pavers	\$63.87	15J	11P	8Y
<u>Laborers</u>	Brush Cutter	\$63.87	15J	11P	8Y
<u>Laborers</u>	Brush Hog Feeder	\$63.87	15J	11P	8Y
<u>Laborers</u>	Burner	\$63.87	15J	11P	8Y
<u>Laborers</u>	Caisson Worker	\$65.75	15J	11P	8Y
<u>Laborers</u>	Carpenter Tender	\$63.87	15J	11P	8Y
<u>Laborers</u>	Cement Dumper-paving	\$64.98	15J	11P	8Y
<u>Laborers</u>	Cement Finisher Tender	\$63.87	15J	11P	8Y
<u>Laborers</u>	Change House Or Dry Shack	\$63.87	15J	11P	8Y
<u>Laborers</u>	Chipping Gun (30 Lbs. And Over)	\$64.98	15J	11P	8Y
<u>Laborers</u>	Chipping Gun (Under 30 Lbs.)	\$63.87	15J	11P	8Y

<u>Laborers</u>	Choker Setter	\$63.87	15J	11P	8Y
<u>Laborers</u>	Chuck Tender	\$63.87	15J	11P	8Y
<u>Laborers</u>	Clary Power Spreader	\$64.98	15J	11P	8Y
<u>Laborers</u>	Clean-up Laborer	\$63.87	15J	11P	8Y
<u>Laborers</u>	Concrete Dumper/Chute Operator	\$64.98	15J	11P	8Y
<u>Laborers</u>	Concrete Form Stripper	\$63.87	15J	11P	8Y
<u>Laborers</u>	Concrete Placement Crew	\$64.98	15J	11P	8Y
<u>Laborers</u>	Concrete Saw Operator/Core Driller	\$64.98	15J	11P	8Y
<u>Laborers</u>	Crusher Feeder	\$54.65	15J	11P	8Y
<u>Laborers</u>	Curing Laborer	\$63.87	15J	11P	8Y
<u>Laborers</u>	Demolition: Wrecking & Moving (Incl. Charred Material)	\$63.87	15J	11P	8Y
<u>Laborers</u>	Ditch Digger	\$63.87	15J	11P	8Y
<u>Laborers</u>	Diver	\$65.75	15J	11P	8Y
<u>Laborers</u>	Drill Operator (Hydraulic, Diamond)	\$64.98	15J	11P	8Y
<u>Laborers</u>	Dry Stack Walls	\$63.87	15J	11P	8Y

<u>Laborers</u>	Dump Person	\$63.87	15J	11P	8Y
<u>Laborers</u>	Epoxy Technician	\$63.87	15J	11P	8Y
<u>Laborers</u>	Erosion Control Worker	\$63.87	15J	11P	8Y
<u>Laborers</u>	Faller & Bucker Chain Saw	\$64.98	15J	11P	8Y
<u>Laborers</u>	Fine Graders	\$63.87	15J	11P	8Y
<u>Laborers</u>	Firewatch	\$54.65	15J	11P	8Y
<u>Laborers</u>	Form Setter	\$64.98	15J	11P	8Y
<u>Laborers</u>	Gabian Basket Builders	\$63.87	15J	11P	8Y
<u>Laborers</u>	General Laborer	\$63.87	15J	11P	8Y
<u>Laborers</u>	Grade Checker & Transit Person	\$67.38	15J	11P	8Y
<u>Laborers</u>	Grinders	\$63.87	15J	11P	8Y
<u>Laborers</u>	Grout Machine Tender	\$63.87	15J	11P	8Y
<u>Laborers</u>	Groutmen (Pressure) Including Post Tension Beams	\$64.98	15J	11P	8Y
<u>Laborers</u>	Guardrail Erector	\$63.87	15J	11P	8Y
<u>Laborers</u>	Hazardous Waste Worker (Level A)	\$65.75	15J	11P	8Y

<u>Laborers</u>	Hazardous Waste Worker (Level B)	\$64.98	15J	11P	8Y
<u>Laborers</u>	Hazardous Waste Worker (Level C)	\$63.87	15J	11P	8Y
<u>Laborers</u>	High Scaler	\$65.75	15J	11P	8Y
<u>Laborers</u>	Jackhammer	\$64.98	15J	11P	8Y
<u>Laborers</u>	Laserbeam Operator	\$64.98	15J	11P	8Y
<u>Laborers</u>	Maintenance Person	\$63.87	15J	11P	8Y
<u>Laborers</u>	Manhole Builder-Mudman	\$64.98	15J	11P	8Y
<u>Laborers</u>	Material Yard Person	\$63.87	15J	11P	8Y
<u>Laborers</u>	Mold Abatement Worker	\$63.87	15J	11P	8Y
<u>Laborers</u>	Motorman-Dinky Locomotive	\$67.48	15J	11P	8Y
<u>Laborers</u>	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)	\$67.38	15J	11P	8Y
<u>Laborers</u>	Pavement Breaker	\$64.98	15J	11P	8Y

<u>Laborers</u>	Pilot Car	\$54.65	15J	11P	8Y
<u>Laborers</u>	Pipe Layer (Lead)	\$67.38	15J	11P	8Y
<u>Laborers</u>	Pipe Layer/Tailor	\$64.98	15J	11P	8Y
<u>Laborers</u>	Pipe Pot Tender	\$64.98	15J	11P	8Y
<u>Laborers</u>	Pipe Reliner	\$64.98	15J	11P	8Y
<u>Laborers</u>	Pipe Wrapper	\$64.98	15J	11P	8Y
<u>Laborers</u>	Pot Tender	\$63.87	15J	11P	8Y
<u>Laborers</u>	Powderman	\$65.75	15J	11P	8Y
<u>Laborers</u>	Powderman's Helper	\$63.87	15J	11P	8Y
<u>Laborers</u>	Power Jacks	\$64.98	15J	11P	8Y
<u>Laborers</u>	Power Washer	\$63.87	15J	11P	8Y
<u>Laborers</u>	Railroad Spike Puller - Power	\$64.98	15J	11P	8Y
<u>Laborers</u>	Raker - Asphalt	\$67.38	15J	11P	8Y
<u>Laborers</u>	Re-timberman	\$65.75	15J	11P	8Y
<u>Laborers</u>	Remote Equipment Operator	\$64.98	15J	11P	8Y
<u>Laborers</u>	Rigger/Signal Person	\$64.98	15J	11P	8Y

<u>Laborers</u>	Rip Rap Person	\$63.87	15J	11P	8Y
<u>Laborers</u>	Rivet Buster	\$64.98	15J	11P	8Y
<u>Laborers</u>	Rodder	\$64.98	15J	11P	8Y
<u>Laborers</u>	Scaffold Erector	\$63.87	15J	11P	8Y
<u>Laborers</u>	Scale Person	\$63.87	15J	11P	8Y
<u>Laborers</u>	Sloper (Over 20")	\$64.98	15J	11P	8Y
<u>Laborers</u>	Sloper Sprayer	\$63.87	15J	11P	8Y
<u>Laborers</u>	Spreader (Concrete)	\$64.98	15J	11P	8Y
<u>Laborers</u>	Stake Hopper	\$63.87	15J	11P	8Y
<u>Laborers</u>	Stock Piler	\$63.87	15J	11P	8Y
<u>Laborers</u>	Swinging Stage/Boatswain Chair	\$54.65	15J	11P	8Y
<u>Laborers</u>	Tamper & Similar Electric, Air & Gas Operated Tools	\$64.98	15J	11P	8Y
<u>Laborers</u>	Tamper (Multiple & Self- propelled)	\$64.98	15J	11P	8Y
<u>Laborers</u>	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$64.98	15J	11P	8Y
<u>Laborers</u>	Toolroom Person (at Jobsite)	\$63.87	15J	11P	8Y

<u>Laborers</u>	Topper	\$63.87	15J	11P	8Y
<u>Laborers</u>	Track Laborer	\$63.87	15J	11P	8Y
<u>Laborers</u>	Track Liner (Power)	\$64.98	15J	11P	8Y
<u>Laborers</u>	Traffic Control Laborer	\$58.20	15J	11P	9C
<u>Laborers</u>	Traffic Control Supervisor	\$61.47	15J	11P	9C
<u>Laborers</u>	Truck Spotter	\$63.87	15J	11P	8Y
<u>Laborers</u>	Tugger Operator	\$64.98	15J	11P	8Y
<u>Laborers</u>	Tunnel Work-Compressed Air Worker 0-30 psi	\$200.40	15J	11P	9B
<u>Laborers</u>	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$205.43	15J	11P	9B
<u>Laborers</u>	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$209.11	15J	11P	9B
<u>Laborers</u>	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$214.81	15J	11P	9B
<u>Laborers</u>	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$216.93	15J	11P	9B
<u>Laborers</u>	Tunnel Work-Compressed Air Worker 64.01-68.00	\$222.03	15J	11P	9B

psi

<u>Laborers</u>	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$223.93	15J	11P	9B
<u>Laborers</u>	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$225.93	15J	11P	9B
<u>Laborers</u>	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$227.93	15J	11P	9B
<u>Laborers</u>	Tunnel Work-Guage and Lock Tender	\$67.48	15J	11P	8Y
<u>Laborers</u>	Tunnel Work-Miner	\$67.48	15J	11P	8Y
<u>Laborers</u>	Vibrator	\$64.98	15J	11P	8Y
<u>Laborers</u>	Vinyl Seamer	\$63.87	15J	11P	8Y
<u>Laborers</u>	Watchman	\$49.97	15J	11P	8Y
<u>Laborers</u>	Welder	\$64.98	15J	11P	8Y
<u>Laborers</u>	Well Point Laborer	\$64.98	15J	11P	8Y
<u>Laborers</u>	Window Washer/Cleaner	\$49.97	15J	11P	8Y
<u>Laborers - Underground Sewer & Water</u>	General Laborer & Topman	\$63.87	15J	11P	8Y
<u>Laborers - Underground Sewer & Water</u>	Pipe Layer	\$64.98	15J	11P	8Y

	Landscape				
<u>Landscape Construction</u>	Construction/Landscaping Or Planting Laborers	\$49.97	15J	11P	8Y
<u>Landscape Construction</u>	Landscape Operator	\$87.54	15J	11G	8X
<u>Landscape Maintenance</u>	Groundskeeper	\$17.87		1	
<u>Lathers</u>	Journey Level	\$78.76	150	11S	
<u>Marble Setters</u>	Journey Level	\$71.82	7E	1N	
<u>Metal Fabrication (In Shop)</u>	Fitter/Certified Welder	\$42.17	15I	11E	
<u>Metal Fabrication (In Shop)</u>	General Laborer	\$30.07	15I	11E	
<u>Metal Fabrication (In Shop)</u>	Mechanic	\$43.63	15I	11E	
<u>Metal Fabrication (In Shop)</u>	Welder/Burner	\$39.28	15I	11E	
<u>Millwright</u>	Journey Level	\$80.28	5A	1B	
Modular Buildings	Cabinet Assembly	\$16.66		1	
Modular Buildings	Electrician	\$16.66		1	
Modular Buildings	Equipment Maintenance	\$16.66		1	
Modular Buildings	Plumber	\$16.66		1	
Modular Buildings	Production Worker	\$16.66		1	
Modular Buildings	Tool Maintenance	\$16.66		1	

Modular Buildings	Utility Person	\$16.66		1	
Modular Buildings	Welder	\$16.66		1	
<u>Painters</u>	Journey Level	\$54.71	6Z	11J	
<u>Pile Driver</u>	Crew Tender	\$86.81	15J	11U	9L
<u>Pile Driver</u>	Journey Level	\$80.50	15J	11U	9L
<u>Plasterers</u>	Journey Level	\$73.54	7Q	1R	
<u>Plasterers</u>	Nozzleman	\$77.54	7Q	1R	
<u>Playground & Park Equipment Installers</u>	Journey Level	\$16.66		1	
<u>Plumbers & Pipefitters</u>	Journey Level	\$107.59	6Z	1G	
<u>Power Equipment Operators</u>	Asphalt Plant Operators	\$89.02	15J	11G	8X
<u>Power Equipment Operators</u>	Assistant Engineer	\$83.69	15J	11G	8X
<u>Power Equipment Operators</u>	Barrier Machine (zipper)	\$88.22	15J	11G	8X
<u>Power Equipment Operators</u>	Batch Plant Operator: concrete	\$88.22	15J	11G	8X
<u>Power Equipment Operators</u>	Boat Operator	\$87.82	7A	11H	8X
<u>Power Equipment Operators</u>	Bobcat	\$83.69	15J	11G	8X

<u>Power Equipment Operators</u>	Brokk - Remote Demolition Equipment	\$83.69	15J	11G	8X
<u>Power Equipment Operators</u>	Brooms	\$83.69	15J	11G	8X
<u>Power Equipment Operators</u>	Bump Cutter	\$88.22	15J	11G	8X
<u>Power Equipment Operators</u>	Cableways	\$89.02	15J	11G	8X
<u>Power Equipment Operators</u>	Chipper	\$88.22	15J	11G	8X
<u>Power Equipment Operators</u>	Compressor	\$83.69	15J	11G	8X
<u>Power Equipment Operators</u>	Concrete Finish Machine - Laser Screed	\$83.69	15J	11G	8X
<u>Power Equipment Operators</u>	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$87.54	15J	11G	8X
<u>Power Equipment Operators</u>	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	\$89.02	15J	11G	8X
<u>Power Equipment Operators</u>	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$88.22	15J	11G	8X
<u>Power Equipment Operators</u>	Conveyors	\$87.54	15J	11G	8X

<u>Power Equipment Operators</u>	Cranes Friction: 200 tons and over	\$90.46	7A	11H	8X
<u>Power Equipment Operators</u>	Cranes, A-frame: 10 tons and under	\$82.59	7A	11H	8X
<u>Power Equipment Operators</u>	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$88.67	7A	11H	8X
<u>Power Equipment Operators</u>	Cranes: 20 tons through 44 tons with attachments	\$87.03	7A	11H	8X
<u>Power Equipment Operators</u>	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$89.60	7A	11H	8X
<u>Power Equipment Operators</u>	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$90.46	7A	11H	8X
<u>Power Equipment Operators</u>	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$87.82	7A	11H	8X
<u>Power Equipment Operators</u>	Cranes: Friction cranes through 199 tons	\$89.60	7A	11H	8X
<u>Power Equipment Operators</u>	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$86.36	7A	11H	8X

<u>Power Equipment Operators</u>	Crusher	\$88.22	15J	11G	8X
<u>Power Equipment Operators</u>	Deck Engineer/Deck Winches (power)	\$88.22	15J	11G	8X
<u>Power Equipment Operators</u>	Derricks, On Building Work	\$87.82	7A	11H	8X
<u>Power Equipment Operators</u>	Dozers D-9 & Under	\$87.54	15J	11G	8X
<u>Power Equipment Operators</u>	Drill Oilers: Auger Type, Truck Or Crane Mount	\$87.54	15J	11G	8X
<u>Power Equipment Operators</u>	Drilling Machine	\$89.91	15J	11G	8X
<u>Power Equipment Operators</u>	Elevator and man-lift: permanent and shaft type	\$83.69	15J	11G	8X
<u>Power Equipment Operators</u>	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$88.22	15J	11G	8X
<u>Power Equipment Operators</u>	Forklift: 3000 lbs and over with attachments	\$87.54	15J	11G	8X
<u>Power Equipment Operators</u>	Forklifts: under 3000 lbs. with attachments	\$83.69	15J	11G	8X
<u>Power Equipment Operators</u>	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$88.22	15J	11G	8X
<u>Power Equipment Operators</u>	Gradechecker/Stakeman	\$83.69	15J	11G	8X

<u>Power Equipment Operators</u>	Guardrail Punch	\$88.22	15J	11G	8X
<u>Power Equipment Operators</u>	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$89.02	15J	11G	8X
<u>Power Equipment Operators</u>	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$88.22	15J	11G	8X
<u>Power Equipment Operators</u>	Horizontal/Directional Drill Locator	\$87.54	15J	11G	8X
<u>Power Equipment Operators</u>	Horizontal/Directional Drill Operator	\$88.22	15J	11G	8X
<u>Power Equipment Operators</u>	Hydralifts/Boom Trucks Over 10 Tons	\$86.36	7A	11H	8X
<u>Power Equipment Operators</u>	Hydralifts/boom trucks: 10 tons and under	\$82.59	7A	11H	8X
<u>Power Equipment Operators</u>	Leverman	\$90.84	15J	11G	8X
<u>Power Equipment Operators</u>	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$89.02	15J	11G	8X
<u>Power Equipment Operators</u>	Loaders, Overhead Under 6 Yards	\$88.22	15J	11G	8X
<u>Power Equipment Operators</u>	Loaders, Plant Feed	\$88.22	15J	11G	8X

<u>Power Equipment Operators</u>	Loaders: Elevating Type Belt	\$87.54	15J	11G	8X
<u>Power Equipment Operators</u>	Locomotives, All	\$88.22	15J	11G	8X
<u>Power Equipment Operators</u>	Material Transfer Device	\$88.22	15J	11G	8X
<u>Power Equipment Operators</u>	Mechanics: All (Leadmen - \$0.50 per hour over mechanic)	\$89.91	15J	11G	8X
<u>Power Equipment Operators</u>	Motor Patrol Graders	\$89.02	15J	11G	8X
<u>Power Equipment Operators</u>	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$89.02	15J	11G	8X
<u>Power Equipment Operators</u>	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$83.69	15J	11G	8X
<u>Power Equipment Operators</u>	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	\$87.54	15J	11G	8X
<u>Power Equipment Operators</u>	Overhead, bridge type Crane: 20 tons through 44 tons	\$87.03	7A	11H	8X
<u>Power Equipment Operators</u>	Overhead, bridge type: 100 tons and over	\$88.67	7A	11H	8X

<u>Power Equipment Operators</u>	Overhead, bridge type: 45 tons through 99 tons	\$87.82	7A	11H	8X
<u>Power Equipment Operators</u>	Pavement Breaker	\$83.69	15J	11G	8X
<u>Power Equipment Operators</u>	Pile Driver (other Than Crane Mount)	\$88.22	15J	11G	8X
<u>Power Equipment Operators</u>	Plant Oiler - Asphalt, Crusher	\$87.54	15J	11G	8X
<u>Power Equipment Operators</u>	Posthole Digger, Mechanical	\$83.69	15J	11G	8X
<u>Power Equipment Operators</u>	Power Plant	\$83.69	15J	11G	8X
<u>Power Equipment Operators</u>	Pumps - Water	\$83.69	15J	11G	8X
<u>Power Equipment Operators</u>	Quad 9, Hd 41, D10 And Over	\$89.02	15J	11G	8X
<u>Power Equipment Operators</u>	Quick Tower: no cab, under 100 feet in height base to boom	\$88.22	15J	11G	8X
<u>Power Equipment Operators</u>	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$89.02	15J	11G	8X
<u>Power Equipment Operators</u>	Rigger and Bellman	\$82.59	7A	11H	8X
<u>Power Equipment Operators</u>	Rigger/Signal Person, Bellman(Certified)	\$86.36	7A	11H	8X

<u>Power Equipment Operators</u>	Rollagon	\$89.02	15J	11G	8X
<u>Power Equipment Operators</u>	Roller, Other Than Plant Mix	\$83.69	15J	11G	8X
<u>Power Equipment Operators</u>	Roller, Plant Mix Or Multi-lift Materials	\$87.54	15J	11G	8X
<u>Power Equipment Operators</u>	Roto-mill, Roto-grinder	\$88.22	15J	11G	8X
<u>Power Equipment Operators</u>	Saws - Concrete	\$87.54	15J	11G	8X
<u>Power Equipment Operators</u>	Scraper, Self Propelled Under 45 Yards	\$88.22	15J	11G	8X
<u>Power Equipment Operators</u>	Scrapers - Concrete & Carry All	\$87.54	15J	11G	8X
<u>Power Equipment Operators</u>	Scrapers, Self-propelled: 45 Yards And Over	\$89.02	15J	11G	8X
<u>Power Equipment Operators</u>	Service Engineers: Equipment	\$87.54	15J	11G	8X
<u>Power Equipment Operators</u>	Shotcrete/Gunite Equipment	\$83.69	15J	11G	8X
<u>Power Equipment Operators</u>	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$87.54	15J	11G	8X
<u>Power Equipment Operators</u>	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$89.02	15J	11G	8X

<u>Power Equipment Operators</u>	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$88.22	15J	11G	8X
<u>Power Equipment Operators</u>	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$89.91	15J	11G	8X
<u>Power Equipment Operators</u>	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$90.84	15J	11G	8X
<u>Power Equipment Operators</u>	Slipform Pavers	\$89.02	15J	11G	8X
<u>Power Equipment Operators</u>	Spreader, Topsider & Screedman	\$89.02	15J	11G	8X
<u>Power Equipment Operators</u>	Subgrader Trimmer	\$88.22	15J	11G	8X
<u>Power Equipment Operators</u>	Tower Bucket Elevators	\$87.54	15J	11G	8X
<u>Power Equipment Operators</u>	Tower Crane: over 175' through 250' in height, base to boom	\$89.60	7A	11H	8X
<u>Power Equipment Operators</u>	Tower crane: up to 175' in height base to boom	\$88.67	7A	11H	8X
<u>Power Equipment Operators</u>	Tower Cranes: over 250' in height from base to boom	\$90.46	7A	11H	8X
<u>Power Equipment Operators</u>	Transporters, All Track Or Truck Type	\$89.02	15J	11G	8X

<u>Power Equipment Operators</u>	Trenching Machines	\$87.54	15J	11G	8X
<u>Power Equipment Operators</u>	Truck Crane Oiler/Driver: 100 tons and over	\$87.03	7A	11H	8X
<u>Power Equipment Operators</u>	Truck crane oiler/driver: under 100 tons	\$86.36	7A	11H	8X
<u>Power Equipment Operators</u>	Truck Mount Portable Conveyor	\$88.22	15J	11G	8X
<u>Power Equipment Operators</u>	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$88.22	15J	11G	8X
<u>Power Equipment Operators</u>	Welder	\$89.02	15J	11G	8X
<u>Power Equipment Operators</u>	Wheel Tractors, Farmall Type	\$83.69	15J	11G	8X
<u>Power Equipment Operators</u>	Yo Yo Pay Dozer	\$88.22	15J	11G	8X
<u>Power Equipment Operators- Underground Sewer & Water</u>	Asphalt Plant Operators	\$89.02	15J	11G	8X
<u>Power Equipment Operators- Underground Sewer & Water</u>	Assistant Engineer	\$83.69	15J	11G	8X
<u>Power Equipment Operators- Underground Sewer & Water</u>	Barrier Machine (zipper)	\$88.22	15J	11G	8X

<u>Power Equipment</u>					
<u>Operators- Underground</u>	Batch Plant Operator,	\$88.22	15J	11G	8X
<u>Sewer & Water</u>	Concrete				
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Boat Operator	\$87.82	7A	11H	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Bobcat	\$83.69	15J	11G	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Brokk - Remote	\$83.69	15J	11G	8X
<u>Sewer & Water</u>	Demolition Equipment				
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Brooms	\$83.69	15J	11G	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Bump Cutter	\$88.22	15J	11G	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Cableways	\$89.02	15J	11G	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Chipper	\$88.22	15J	11G	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Compressor	\$83.69	15J	11G	8X
<u>Sewer & Water</u>					

<u>Power Equipment</u>	Concrete Finish Machine -				
<u>Operators- Underground</u>	Laser Screed	\$83.69	15J	11G	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Concrete Pump - Mounted				
<u>Operators- Underground</u>	Or Trailer High Pressure	\$87.54	15J	11G	8X
<u>Sewer & Water</u>	Line Pump, Pump High Pressure				
<u>Power Equipment</u>	Concrete Pump: Truck				
<u>Operators- Underground</u>	Mount With Boom	\$89.02	15J	11G	8X
<u>Sewer & Water</u>	Attachment Over 42 M				
<u>Power Equipment</u>	Concrete Pump: Truck				
<u>Operators- Underground</u>	Mount With Boom	\$88.22	15J	11G	8X
<u>Sewer & Water</u>	Attachment Up To 42m				
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Conveyors	\$87.54	15J	11G	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Cranes Friction: 200 tons and over	\$90.46	7A	11H	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Cranes, A-frame: 10 tons and under	\$82.59	7A	11H	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$88.67	7A	11H	8X
<u>Sewer & Water</u>					

<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Cranes: 20 tons through 44 tons with attachments	\$87.03	7A	11H	8X
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$89.60	7A	11H	8X
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$90.46	7A	11H	8X
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$87.82	7A	11H	8X
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Cranes: Friction cranes through 199 tons	\$89.60	7A	11H	8X
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Cranes: through 19 tons with attachments, a-frame over 10 tons	\$86.36	7A	11H	8X
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Crusher	\$88.22	15J	11G	8X
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Deck Engineer/Deck Winches (power)	\$88.22	15J	11G	8X

<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Derricks, On Building Work	\$87.82	7A	11H	8X
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Dozers D-9 & Under	\$87.54	15J	11G	8X
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Drill Oilers: Auger Type, Truck Or Crane Mount	\$87.54	15J	11G	8X
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Drilling Machine	\$89.91	15J	11G	8X
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Elevator and man-lift: permanent and shaft type	\$83.69	15J	11G	8X
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$88.22	15J	11G	8X
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Forklift: 3000 lbs and over with attachments	\$87.54	15J	11G	8X
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Forklifts: under 3000 lbs. with attachments	\$83.69	15J	11G	8X
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	\$88.22	15J	11G	8X

<u>Power Equipment</u>					
<u>Operators- Underground</u>	Gradechecker/Stakeman	\$83.69	15J	11G	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Guardrail Punch	\$88.22	15J	11G	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Hard Tail End Dump				
<u>Operators- Underground</u>	Articulating Off- Road	\$89.02	15J	11G	8X
<u>Sewer & Water</u>	Equipment 45 Yards. & Over				
<u>Power Equipment</u>	Hard Tail End Dump				
<u>Operators- Underground</u>	Articulating Off-road	\$88.22	15J	11G	8X
<u>Sewer & Water</u>	Equipment Under 45 Yards				
<u>Power Equipment</u>	Horizontal/Directional Drill				
<u>Operators- Underground</u>	Locator	\$87.54	15J	11G	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Horizontal/Directional Drill				
<u>Operators- Underground</u>	Operator	\$88.22	15J	11G	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Hydralifts/boom trucks: 10				
<u>Operators- Underground</u>	tons and under	\$82.59	7A	11H	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Hydralifts/boom trucks:				
<u>Operators- Underground</u>	over 10 tons	\$86.36	7A	11H	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Leverman	\$90.84	15J	11G	8X
<u>Operators- Underground</u>					

Sewer & WaterPower EquipmentOperators- UndergroundSewer & Water

Loader, Overhead, 6 Yards.
But Not Including 8 Yards

\$89.02

15J**11G****8X**Power EquipmentOperators- UndergroundSewer & Water

Loaders, Overhead Under
6 Yards

\$88.22

15J**11G****8X**Power EquipmentOperators- UndergroundSewer & Water

Loaders, Plant Feed

\$88.22

15J**11G****8X**Power EquipmentOperators- UndergroundSewer & Water

Loaders: Elevating Type
Belt

\$87.54

15J**11G****8X**Power EquipmentOperators- UndergroundSewer & Water

Locomotives, All

\$88.22

15J**11G****8X**Power EquipmentOperators- UndergroundSewer & Water

Material Transfer Device

\$88.22

15J**11G****8X**Power EquipmentOperators- UndergroundSewer & Water

Mechanics: All (Leadmen -
\$0.50 per hour over
mechanic)

\$89.91

15J**11G****8X**Power EquipmentOperators- UndergroundSewer & Water

Motor Patrol Graders

\$89.02

15J**11G****8X**Power EquipmentOperators- Underground

Mucking Machine, Mole,
Tunnel Drill, Boring, Road

\$89.02

15J**11G****8X**

<u>Sewer & Water</u>	Header And/or Shield				
<u>Power Equipment</u>	Oil Distributors, Blower				
<u>Operators- Underground</u>	Distribution & Mulch	\$83.69	15J	11G	8X
<u>Sewer & Water</u>	Seeding Operator				
<u>Power Equipment</u>	Outside Hoists (Elevators				
<u>Operators- Underground</u>	and Manlifts), Air Tuggers,	\$87.54	15J	11G	8X
<u>Sewer & Water</u>	Strato				
<u>Power Equipment</u>	Overhead, bridge type				
<u>Operators- Underground</u>	Crane: 20 tons through 44	\$87.03	7A	11H	8X
<u>Sewer & Water</u>	tons				
<u>Power Equipment</u>	Overhead, bridge type:				
<u>Operators- Underground</u>	100 tons and over	\$88.67	7A	11H	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Overhead, bridge type: 45				
<u>Operators- Underground</u>	tons through 99 tons	\$87.82	7A	11H	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Pavement Breaker	\$83.69	15J	11G	8X
<u>Operators- Underground</u>					
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Pile Driver (other Than				
<u>Operators- Underground</u>	Crane Mount)	\$88.22	15J	11G	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Plant Oiler - Asphalt,				
<u>Operators- Underground</u>	Crusher	\$87.54	15J	11G	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Posthole Digger,	\$83.69	15J	11G	8X
<u>Operators- Underground</u>	Mechanical				

Sewer & WaterPower EquipmentOperators- Underground

Power Plant

\$83.69

15J**11G****8X**Sewer & WaterPower EquipmentOperators- Underground

Pumps - Water

\$83.69

15J**11G****8X**Sewer & WaterPower EquipmentOperators- UndergroundQuad 9, Hd 41, D10 And
Over

\$89.02

15J**11G****8X**Sewer & WaterPower EquipmentOperators- UndergroundQuick Tower: no cab,
under 100 feet in height
base to boom

\$88.22

15J**11G****8X**Sewer & WaterPower EquipmentOperators- UndergroundRemote Control Operator
On Rubber Tired Earth
Moving Equipment

\$89.02

15J**11G****8X**Sewer & WaterPower EquipmentOperators- Underground

Rigger and Bellman

\$82.59

7A**11H****8X**Sewer & WaterPower EquipmentOperators- UndergroundRigger/Signal Person,
Bellman(Certified)

\$86.36

7A**11H****8X**Sewer & WaterPower EquipmentOperators- Underground

Rollagon

\$89.02

15J**11G****8X**Sewer & WaterPower EquipmentOperators- UndergroundRoller, Other Than Plant
Mix

\$83.69

15J**11G****8X**

Sewer & Water

<u>Power Equipment</u>					
<u>Operators- Underground</u>	Roller, Plant Mix Or Multi-	\$87.54	15J	11G	8X
<u>Sewer & Water</u>	lift Materials				
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Roto-mill, Roto-grinder	\$88.22	15J	11G	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Saws - Concrete	\$87.54	15J	11G	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Scraper, Self Propelled	\$88.22	15J	11G	8X
<u>Sewer & Water</u>	Under 45 Yards				
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Scrapers - Concrete &	\$87.54	15J	11G	8X
<u>Sewer & Water</u>	Carry All				
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Scrapers, Self-propelled:	\$89.02	15J	11G	8X
<u>Sewer & Water</u>	45 Yards And Over				
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Shotcrete/Gunite	\$83.69	15J	11G	8X
<u>Sewer & Water</u>	Equipment				
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Shovel, Excavator,	\$87.54	15J	11G	8X
<u>Sewer & Water</u>	Backhoe, Tractors Under				
	15 Metric Tons				
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Shovel, Excavator,	\$89.02	15J	11G	8X
	Backhoe: Over 30 Metric				

<u>Sewer & Water</u>	Tons To 50 Metric Tons				
<u>Power Equipment</u>	Shovel, Excavator,				
<u>Operators- Underground</u>	Backhoes, Tractors: 15 To	\$88.22	15J	11G	8X
<u>Sewer & Water</u>	30 Metric Tons				
<u>Power Equipment</u>	Shovel, Excavator,				
<u>Operators- Underground</u>	Backhoes: Over 50 Metric	\$89.91	15J	11G	8X
<u>Sewer & Water</u>	Tons To 90 Metric Tons				
<u>Power Equipment</u>	Shovel, Excavator,				
<u>Operators- Underground</u>	Backhoes: Over 90 Metric	\$90.84	15J	11G	8X
<u>Sewer & Water</u>	Tons				
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Slipform Pavers	\$89.02	15J	11G	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Spreader, Topsider &	\$89.02	15J	11G	8X
<u>Sewer & Water</u>	Screedman				
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Subgrader Trimmer	\$88.22	15J	11G	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Tower Bucket Elevators	\$87.54	15J	11G	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Tower Crane: over 175'				
<u>Operators- Underground</u>	through 250' in height,	\$89.60	7A	11H	8X
<u>Sewer & Water</u>	base to boom				
<u>Power Equipment</u>	Tower crane: up to 175' in	\$88.67	7A	11H	8X
<u>Operators- Underground</u>	height base to boom				

Sewer & Water

<u>Power Equipment</u>					
<u>Operators- Underground</u>	Tower Cranes: over 250' in height from base to boom	\$90.46	7A	11H	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Transporters, All Track Or Truck Type	\$89.02	15J	11G	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Trenching Machines	\$87.54	15J	11G	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Truck Crane Oiler/Driver: 100 tons and over	\$87.03	7A	11H	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Truck crane oiler/driver: under 100 tons	\$86.36	7A	11H	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Truck Mount Portable Conveyor	\$88.22	15J	11G	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$88.22	15J	11G	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Welder	\$89.02	15J	11G	8X
<u>Sewer & Water</u>					
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Wheel Tractors, Farmall Type	\$83.69	15J	11G	8X

Sewer & WaterPower Equipment

<u>Operators- Underground</u>	Yo Yo Pay Dozer	\$88.22	15J	11G	8X
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Sewer & WaterPower Line Clearance TreeTrimmers

Journey Level In Charge	\$64.20	5A	4A
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Power Line Clearance TreeTrimmers

Spray Person	\$60.74	5A	4A
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Power Line Clearance TreeTrimmers

Tree Equipment Operator	\$64.20	5A	4A
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Power Line Clearance TreeTrimmers

Tree Trimmer	\$57.29	5A	4A
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Power Line Clearance TreeTrimmers

Tree Trimmer	\$43.05	5A	4A
Groundperson			

Refrigeration & AirConditioning Mechanics

Journey Level	\$100.35	6Z	1G
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Residential Brick Mason

Journey Level	\$71.82	7E	1N
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Residential Carpenters

Journey Level	\$36.44		1
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Residential Cement Masons

Journey Level	\$46.64		1
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Residential Drywall

Applicators

Journey Level	\$78.76	15J	4C
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Residential Drywall Tapers

Journey Level	\$36.36		1
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Residential Electricians

Journey Level	\$48.80		1
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Residential Glaziers	Journey Level	\$28.93		1
Residential Insulation Applicators	Journey Level	\$28.18		1
Residential Laborers	Journey Level	\$29.73		1
Residential Marble Setters	Journey Level	\$27.38		1
Residential Painters	Journey Level	\$23.47		1
Residential Plumbers & Pipefitters	Journey Level	\$61.87		1
Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$102.92	7F	1E
Residential Sheet Metal Workers	Journey Level	\$102.92	7F	1E
Residential Soft Floor Layers	Journey Level	\$59.52	7C	3J
Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$63.61		1
Residential Stone Masons	Journey Level	\$71.82	7E	1N
Residential Terrazzo Workers	Journey Level	\$67.51	7E	1N
Residential Terrazzo/Tile Finishers	Journey Level	\$24.39		1
Residential Tile Setters	Journey Level	\$21.04		1

<u>Roofers</u>	Journey Level	\$67.45	5A	3H
<u>Roofers</u>	Using Irritable Bituminous Materials	\$70.45	5A	3H
<u>Sheet Metal Workers</u>	Journey Level (Field or Shop)	\$102.92	7F	1E
Shipbuilding & Ship Repair	New Construction Boilermaker	\$58.93	7X	4J
Shipbuilding & Ship Repair	New Construction Carpenter	\$51.85	7X	4J
Shipbuilding & Ship Repair	New Construction Crane Operator	\$43.00	7V	1
Shipbuilding & Ship Repair	New Construction Electrician	\$58.98	7X	4J
Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$91.81	15H	11C
Shipbuilding & Ship Repair	New Construction Laborer	\$58.60	7X	4J
Shipbuilding & Ship Repair	New Construction Machinist	\$58.79	7X	4J
Shipbuilding & Ship Repair	New Construction Operating Engineer	\$43.00	7V	1
Shipbuilding & Ship Repair	New Construction Painter	\$58.72	7X	4J
Shipbuilding & Ship Repair	New Construction Pipefitter	\$59.07	7X	4J

Shipbuilding & Ship Repair	New Construction Rigger	\$58.93	7X	4J
Shipbuilding & Ship Repair	New Construction Sheet Metal	\$58.68	7X	4J
Shipbuilding & Ship Repair	New Construction Shipwright	\$51.85	7X	4J
Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	\$43.00	7V	1
Shipbuilding & Ship Repair	New Construction Welder / Burner	\$58.93	7X	4J
Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$58.93	7X	4J
Shipbuilding & Ship Repair	Ship Repair Carpenter	\$51.85	7X	4J
Shipbuilding & Ship Repair	Ship Repair Crane Operator	\$45.06	7Y	4K
Shipbuilding & Ship Repair	Ship Repair Electrician	\$58.98	7X	4J
Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$91.81	15H	11C
Shipbuilding & Ship Repair	Ship Repair Laborer	\$58.60	7X	4J
Shipbuilding & Ship Repair	Ship Repair Machinist	\$58.79	7X	4J
Shipbuilding & Ship Repair	Ship Repair Operating Engineer	\$45.06	7Y	4K
Shipbuilding & Ship Repair	Ship Repair Painter	\$58.72	7X	4J
Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$59.07	7X	4J

Shipbuilding & Ship Repair	Ship Repair Rigger	\$58.93	7X	4J
Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$58.68	7X	4J
Shipbuilding & Ship Repair	Ship Repair Shipwright	\$51.85	7X	4J
Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	\$45.06	7Y	4K
<u>Sign Makers & Installers</u> (Electrical)	Journey Level	\$60.46	0	1
<u>Sign Makers & Installers</u> (Non-Electrical)	Journey Level	\$38.53	0	1
<u>Soft Floor Layers</u>	Journey Level	\$63.29	15J	4C
<u>Solar Controls For Windows</u>	Journey Level	\$16.66		1
<u>Sprinkler Fitters (Fire Protection)</u>	Journey Level	\$98.99	5C	1X
<u>Stage Rigging Mechanics</u> (Non Structural)	Journey Level	\$16.66		1
<u>Stone Masons</u>	Journey Level	\$71.82	7E	1N
<u>Street And Parking Lot Sweeper Workers</u>	Journey Level	\$19.09		1
<u>Surveyors</u>	Assistant Construction Site Surveyor	\$86.36	7A	11H 8X
<u>Surveyors</u>	Chainman	\$82.59	7A	11H 8X

<u>Surveyors</u>	Construction Site Surveyor	\$87.82	7A	11H	8X
<u>Surveyors</u>	Drone Operator (when used in conjunction with survey work only)	\$82.59	7A	11H	8X
<u>Surveyors</u>	Ground Penetrating Radar Operator	\$82.59	7A	11H	8X
<u>Telecommunication Technicians</u>	Journey Level	\$69.69	7E	1E	
<u>Telephone Line Construction - Outside</u>	Cable Splicer	\$41.35	5A	2B	
<u>Telephone Line Construction - Outside</u>	Hole Digger/Ground Person	\$27.31	5A	2B	
<u>Telephone Line Construction - Outside</u>	Telephone Equipment Operator (Light)	\$34.53	5A	2B	
<u>Telephone Line Construction - Outside</u>	Telephone Lineperson	\$39.07	5A	2B	
<u>Terrazzo Workers</u>	Journey Level	\$67.51	7E	1N	
<u>Tile Setters</u>	Journey Level	\$65.51	7E	1N	
<u>Tile, Marble & Terrazzo Finishers</u>	Finisher	\$56.34	7E	1N	
<u>Traffic Control Stripers</u>	All cleanup required in connection with traffic control stripers work (Group 1)	\$92.44	15L	1K	

<u>Traffic Control Stripers</u>	Handling, painting and installing of all car stops, stop signs and any other type sign (Group 2)	\$62.69	15L	1K
<u>Traffic Control Stripers</u>	Installation of guard rail and posts and similar protective devices (Group 2)	\$62.69	15L	1K
<u>Traffic Control Stripers</u>	Installation of parking gates, ticket spitters and other mechanical and automatic control devices (Group 2)	\$62.69	15L	1K
<u>Traffic Control Stripers</u>	Installation of plastic metal or composition button, or lines used instead of paint (Group 1)	\$92.44	15L	1K
<u>Traffic Control Stripers</u>	Line removal; chemical sand and hydro-blast, paint and button (Group 1)	\$92.44	15L	1K
<u>Traffic Control Stripers</u>	Manufacturing and installation of all car stops and control devices and similar traffic regulators (Group 2)	\$62.69	15L	1K
<u>Traffic Control Stripers</u>	Manufacturing, painting, stenciling, servicing, repairing, placing and removal of traffic safety	\$62.69	15L	1K

	and control devices/barricades (Group 2)				
<u>Traffic Control Stripers</u>	Painting and installing lines, arrows, bumpers, curbs, etc., on parking lots, air fields, highways, game courts (Group 1)	\$92.44	15L	1K	
<u>Traffic Control Stripers</u>	Preparation and maintenance of all surfaces (Group 1)	\$92.44	15L	1K	
<u>Traffic Control Stripers</u>	Seal coating, slurry coating and other surface protection (Group 2)	\$62.69	15L	1K	
<u>Truck Drivers</u>	Asphalt Mix Over 16 Yards	\$79.40	15J	11M	8L
<u>Truck Drivers</u>	Asphalt Mix To 16 Yards	\$78.56	15J	11M	8L
<u>Truck Drivers</u>	Dump Truck	\$78.56	15J	11M	8L
<u>Truck Drivers</u>	Dump Truck & Trailer	\$79.40	15J	11M	8L
<u>Truck Drivers</u>	Other Trucks	\$79.40	15J	11M	8L
<u>Truck Drivers - Ready Mix</u>	Transit Mix	\$79.40	15J	11M	8L
<u>Well Drillers & Irrigation Pump Installers</u>	Irrigation Pump Installer	\$17.71		1	
<u>Well Drillers & Irrigation Pump Installers</u>	Oiler	\$16.66		1	

<u>Well Drillers & Irrigation</u>			
<u>Pump Installers</u>	Well Driller	\$18.00	1

APPENDIX B



City of Kenmore Use Only		
Percent of Total Contract	<input type="checkbox"/> Reviewed	Certification for Federal-Aid Projects included
This Request _____ %	_____ Signature and Date	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Previous Request _____ %	<input type="checkbox"/> Approved	Amount equals or exceeds DBE COA?
Sublet to Date _____ %	<input type="checkbox"/> Rejected _____ Signature and Date	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

APPENDIX C

After recording, return to:

City of Kenmore
Kenmore, WA 98028
Attn: City Clerk

TEMPORARY CONSTRUCTION AND MONITORING EASEMENT

Grantor (s):	Pardalis Group III, LLC.
Grantee (s):	City of Kenmore
Grantor's Property:	Alderwood Manor #14 Less N 150 FT Less RD
Assessor's Tax Parcel ID#:	0114100412
Property Address:	18707 73 rd Avenue NE Kenmore, WA 98028

WHEREAS, the GRANTOR, Pardalis Group III, LLC (hereinafter called "Owner"), represents that they are the owner(s) of that certain parcel of land commonly known as 18707 73rd Avenue NE in Kenmore and described in full on Exhibit A, which is attached hereto and incorporated herein by reference as if set forth in full ("Property"); and

WHEREAS, the GRANTEE, the City of Kenmore ("City"), a political subdivision of the State of Washington, currently has a public works project known as "Muck Creek Restoration" ("Project") that will relocate a segment of an existing stream, install features designed to enhance habitat for salmonids and other fish within the relocated stream segment, remove trees and other vegetation, and replant disturbed areas with native vegetation; and

WHEREAS, the City desires to temporarily use a portion of the Property to construct and monitor a portion of the Project; and

WHEREAS this portion of the Project will occur in the Easement Area which is described in attached Exhibit B and further depicted in Exhibit C; and

WHEREAS, the Easement Area contains stream and wetland areas subject to local, state, and federal environmental regulations which require monitoring the vegetation installed therein for a period of five years following construction; and

WHEREAS, the Project involves active construction in the Easement Area for the period of June 1, 2025 through December 31, 2025 during which time the Easement will be exclusive to the City; and

WHEREAS, following the active construction period, the Easement Area will be utilized by the City from December 31, 2025 through December 31, 2030 for the purpose of monitoring the installed vegetation during which time the Easement Area will be non-exclusive, provided that the Owner does not damage, or allow others to damage, the vegetation in the Easement Area;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Grant of Easement.** Owner hereby grants to City, its successors and assigns, to be used by City and City's agents, employees, and contractors, a temporary easement for the purposes of construction and monitoring of the Project on, over, along, across, and through the real property hereinafter referred to as "Easement Area", which is described in Exhibit B and further depicted in Exhibit C. This easement agreement is hereinafter referred to as "Temporary Construction and Monitoring Easement."
- 2. Easement Area.** The Easement Area is approximately 2,045 square feet in size and is described and depicted more specifically on Exhibits B and C, respectively.

3. Use of Easement Area.

- 3.1. This Temporary Construction and Monitoring Easement is for the purpose of constructing and temporarily monitoring a portion of the Project. City, its agents, contractors, or assigns shall have the right to enter the Easement Area and to locate equipment and to work on the described land in attached Exhibit B for the purpose of carrying on said construction and monitoring activities consistent with the purposes of the Project.
- 3.2. Specific details concerning Project construction are to be found in that certain map of definitive location now on record and on file at the City of Kenmore, Washington and entitled "18727 73rd Ave NE Muck Creek Mitigation". Project construction generally includes relocating a segment of Muck Creek, installing fish habitat enhancements within the relocated stream segment including large woody material and stabilized streambed, removing existing vegetation and replanting with native trees and wetland plants and monitoring the plantings throughout the term of this Easement. The Project construction period will be from June 1, 2025 through December 31, 2025.
- 3.3. Project monitoring includes annual inspection of installed vegetation, and possible vegetation maintenance including weed removal and replanting, to ensure the survival of the installed vegetation. The Project monitoring period will be from December 31, 2025 through December 31, 2030.
- 3.4. The City shall provide fourteen (14) days' advance written notice to the Owner prior

to the start of Project construction activities within the Easement Area. Such notice shall be delivered to the Owner via email. The City shall also provide two (2) days' notice of any monitoring activities.

- 3.5. In carrying out the aforesaid work, the City shall do no injury to any trees, shrubs, lawns, building, driveways, fences, or appurtenances within the Property, that were not accounted for in the offer of just compensation, and if injury is unavoidable, shall restore the affected Property features to the same condition in which they were before the start of the aforesaid work or as near as such restoration can be made.

4. Use of Easement Area by Owner.

- 4.1. **Exclusive During Construction.** Between June 1, 2025 and December 31, 2025, the City, its contractors, agents, or assigns are permitted to exclusively utilize the Easement Area for Project construction as described above. During this period, the Owner will not enter, use, or obstruct the Easement Area, nor allow others to enter, use, or obstruct the Easement Area at any time or for any purpose.

- 4.2. **Non-exclusive During Monitoring.** Between December 31, 2025 and December 31, 2030, the City, its contractors, agents, or assigns are permitted to utilize the Easement Area for the purpose of monitoring and maintaining installed vegetation as described above. During this period, utilization of the Easement Area is non-exclusive. However, the Owner shall not take any actions in the Easement Area that result in damage to the Easement Area or to the vegetation located therein, nor shall the Owner permit others to damage the Easement Area or the vegetation located therein.

5. **Recording and Binding Effect.** This Temporary Construction and Monitoring Easement and covenants herein shall be recorded with the King County Recorder's Office, shall run with the land described herein, and shall be binding upon the Parties, their successors, heirs, and assigns.
6. **Warranty of Title.** The Owner warrants and covenants that it is the lawful owner of the Property and has authority to convey this Temporary Construction and Monitoring Easement.
7. **Term and Expiration.** This Agreement shall remain in existence until such time as the City will have fully carried out the temporary construction activities described herein but in any event will terminate no later than December 31, 2035, and the monitoring activities will terminate no later than December 31, 2030.
8. **Successors and Assigns.** City shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges, and interests arising in and under this Temporary Construction and Monitoring Easement. Without limiting the

generality of the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors and assigns.

- 9. No Merger of Estates.** The Temporary Construction and Monitoring Easement granted herein shall not extinguish or terminate by operation of the doctrine of merger or otherwise due to the existing or future common ownership of the real property described herein.

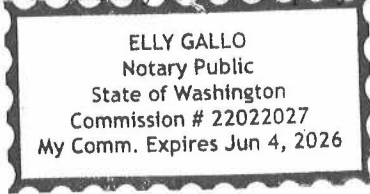
10. Miscellaneous.

- 10.1. Modification.** This Temporary Construction and Monitoring Easement may not be amended unless such amendment is in writing signed by all Parties hereto. This Temporary Construction and Monitoring Easement constitutes the entire agreement, both final and integrated, of the Parties on these subjects. This Temporary Construction and Monitoring Easement supersedes and replaces all prior agreements, discussions, and representations on these subjects, all of which are merged into, and superseded by, this Temporary Construction and Monitoring Easement. No Party is entering into this Temporary Construction and Monitoring Easement in reliance on any oral or written promises, inducements, representations, understandings, interpretations, or agreements other than those contained in this Temporary Construction and Monitoring Easement. There are no other prior or contemporaneous agreements, either written or oral, between the Parties with respect to these subjects.
- 10.2. Attorneys' Fees and Costs.** Should it be necessary for any Party to this Temporary Construction and Monitoring Easement to initiate legal proceedings to enforce this Temporary Construction and Monitoring Easement, the Party or Parties to such legal proceedings who substantially prevail shall be entitled to attorney's fees and costs (including the fees and expenses of expert and fact witnesses) reasonably incurred or made by the substantially prevailing Parties in preparing for and participating in any proceeding or suit, during said proceeding or suit, on any appeal, on petition for review, and in enforcing any judgment or award, from the other Party or Parties.
- 10.3. Governing Law; Venue; Construction.** This Temporary Construction and Monitoring Easement shall be governed by the laws of the State of Washington. Proper venue for any legal claims related to the performance of this Temporary Construction and Monitoring Easement shall be Superior Court in King County, Washington.
- 10.4. Waiver.** No failure or delay of any Party to exercise any right or power or to insist upon strict compliance by another Party with its obligation shall constitute a modification of this Temporary Construction and Monitoring Easement or a waiver of any Party's right to demand strict compliance with the terms of this Temporary Construction and Monitoring Easement. No right or obligation under

this Temporary Construction and Monitoring Easement will be deemed to have been waived unless evidenced by a writing signed by the Party against whom the waiver is asserted, or by its duly authorized representative. Any waiver will be effective only with respect to the specific instance involved and will not impair or limit the right of the waiving Party to insist upon strict performance of the right or obligation in any other instance, in any other respect, or at any other time.

- 10.5. **Survival.** The duties of the City set forth herein (including but not limited to insurance, indemnification, clean up and the like) shall survive the termination and/or expiration of the Temporary Construction and Monitoring Easement. The waiver in Section 5 shall also survive expiration of the Temporary Construction and Monitoring Easement.
- 10.6. **Severability.** If any term or provision of this Temporary Construction and Monitoring Easement or the application of it to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Temporary Construction and Monitoring Easement or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Temporary Construction and Monitoring Easement shall be valid and shall be enforced to the extent permitted by law.
- 10.7. **No Rights to the Public or by Prescription.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the properties to, or for, the general public, or to, or for, any public purpose whatsoever, it being the intention of the Owner that this Temporary Construction and Monitoring Easement shall be strictly limited to and for the purposes herein expressed. It is not intended that this Temporary Construction and Monitoring Easement convey any rights to the public to use, travel on or occupy the Owner's property. Any person or persons not authorized, empowered, or privileged to use the Easement Area may be ejected therefrom by Owner during the term of this Easement. Access to all or a portion of the Owner's property may be blocked off from time to time, if legally desirable, to insure that no interest is obtained by the public and no acquisition of prescriptive rights is obtained by anyone; provided, however, that any such closing off shall be coordinated with both Owner and City or their successors or assigns and shall not interfere with City's use and intended use of the Easement Area during the term of this Easement.
- 10.8. **No Partnership.** This Temporary Construction and Monitoring Easement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon the Parties. Except as expressly provided in this Temporary Construction and Monitoring Easement, no Party shall have any right, power, or

he/she/they signed this instrument, on oath stated that he/she/they is/are authorized to execute the foregoing instrument and acknowledged it, as the owners, to be the free and voluntary act of such party for the uses and purposes mentioned therein.



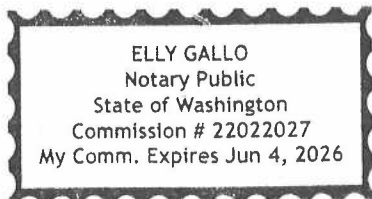
Dated: 4/11/2025
Signature: [Signature]
Notary Public in and for the State of Washington
Notary (print name): Elly Gallo
My appointment Expires on: 6/4/2026

CITY OF KENMORE

By: [Signature] 4-15-2025
Date

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

I certify that I know or have satisfactory evidence that Richard Sawyer is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he is authorized to execute the foregoing instrument and acknowledged it as the City Representative to be the free and voluntary act of such party for the uses and purposes mentioned therein.



Dated: 4/15/2026
Signature: [Signature]
Notary Public in and for the State of Washington
Notary (print name): Elly Gallo
My appointment Expires on: 6/4/26

EXHIBIT "A"
Legal Description of Grantor's Parcel

LOT 2 IN BLOCK 9 OF ALDERWOOD MANOR NO. 14, ACCORDING TO PLAT
RECORDED IN VOLUME 26 OF PLATS AT PAGE(S) 4, IN KING COUNTY,
WASHINGTON;

EXCEPT THE NORTH 150 FEET THEREOF;

AND EXCEPT THAT PORTION CONVEYED TO KING COUNTY FOR ROAD PURPOSES
BY DEED RECORDED UNDER KING COUNTY RECORDING NO. 8503250661.



3/14/2025

EXHIBIT "B"

Legal Description of Temporary Construction and Monitoring Easement

THAT PORTION OF THE GRANTOR'S PARCEL (SAID PARCEL BEING DESCRIBED AS EXHIBIT "A") DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL;
THENCE SOUTH 03°48'29" EAST ALONG EAST LINE OF SAID PARCEL AND THE
WESTERLY MARGIN OF 73RD AVE NE, 29.16 FEET;
THENCE SOUTH 89°33'15" WEST, 48.80 FEET;
THENCE NORTH 61°53'01" WEST, 31.58 FEET;
THENCE NORTH 09°10'41" EAST, 15.14 FEET TO A POINT ON THE NORTH LINE OF
SAID PARCEL;
THENCE SOUTH 89°43'59" EAST ALONG NORTH LINE OF SAID PARCEL, 77.13 FEET TO
THE POINT OF BEGINNING.

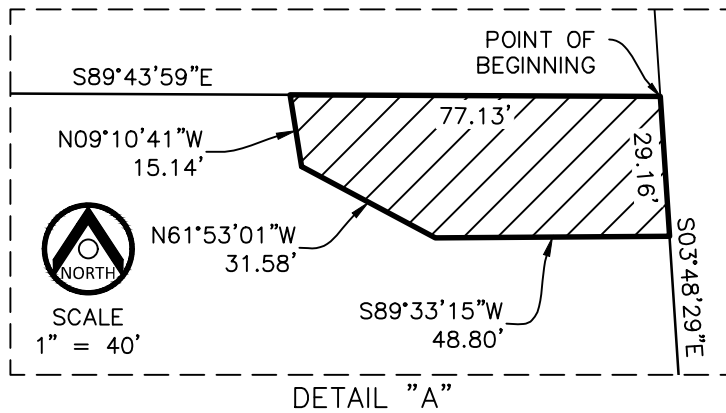
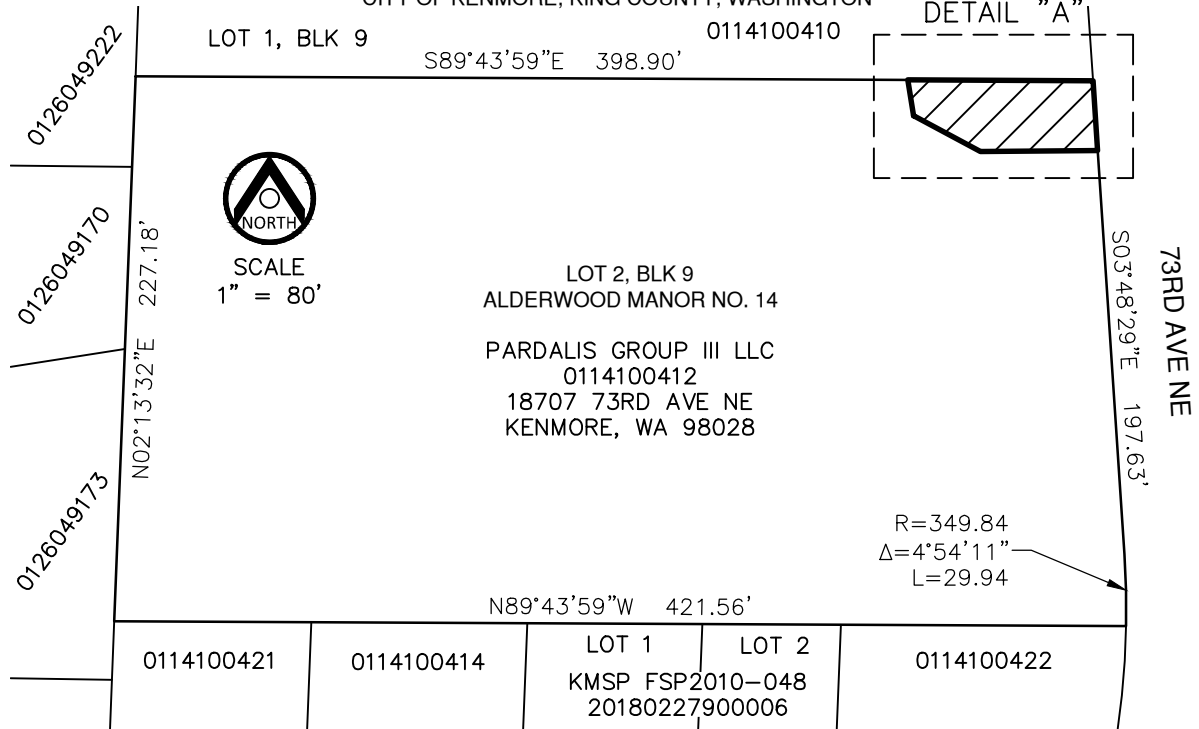
CONTAINING 2,045 SQUARE FEET, MORE OR LESS.



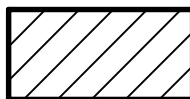
3/14/2025

EXHIBIT "C"

SE 1/4, SW 1/4, SEC. 1, T. 26 N., R. 4 E., W.M.
CITY OF KENMORE, KING COUNTY, WASHINGTON



3/14/2025



TEMPORARY CONSTRUCTION EASEMENT
2,045 SQFT

MUCK CREEK MITIGATION
TEMPORARY CONSTRUCTION EASEMENT
18727 73RD AVE NE
KENMORE, WA 98028



3600 PORT OF TACOMA RD, SUITE 512
TACOMA, WA 98424

PH: (425) 598-2200

DRAWN BY: B. BOWIE

DATE: 3-14-2025

APPENDIX D



REQUEST FOR APPROVAL OF MATERIAL

Resubmittal? ☐ Yes ☐ No

Previous RAM #

Date Received

Project Name:	
Contract Number:	Date:
Contractor:	
Requested Date for Response:	

Contractor's Reference No.

					RAM #	
Item No.	Materials or Manufacturer's Product/Type	Name and Location of Fabricator, Manufacturer or Pit Number	Specification Section	QPL / ASA	Review Date	Review Code
				<input type="checkbox"/>		
				<input type="checkbox"/>		
				<input type="checkbox"/>		
				<input type="checkbox"/>		
				<input type="checkbox"/>		
				<input type="checkbox"/>		
				<input type="checkbox"/>		
				<input type="checkbox"/>		
				<input type="checkbox"/>		
				<input type="checkbox"/>		
Construction Management Review		Date	Project Manager/Design Engineer		Date	

Comment Codes for use by the City – All reviews are for those submittals that correspond to the date reviewed

Review is performed only for the limited purpose of checking for general conformance to plans and specifications and does not verify dimensions, completeness, quantities, or installation. Review does not relieve the contractor from providing materials as identified in the plans and specifications unless accompanied by an approved request for substitution, change order or construction directive.

- | | |
|---|---|
| <ol style="list-style-type: none"> 1. Submit "Satisfactory" Test Report for "review" prior to use of material 2. Submit Manufacturer's Certificate of Compliance for "review" prior to use of material 3. Manufacturer's Certificate of Compliance required at time of material delivery 4. Submit sample for "review" and/or testing prior to use of material 5. Submit Certificate of Material Origin 6. Fabrication Inspection Required 7. Final acceptance pending evaluation of Mock-up 8. Material appears to meet plans and specifications | <ol style="list-style-type: none"> 9. Material appears to meet plans and specifications as noted, see comments on submittal 10. Visual inspection required at time of delivery prior to use of material 11. Submit shop drawings for "review" prior to fabrication of material 12. Submit color sample for "review" prior to purchase 13. Material tags required at time of delivery 14. Other: _____ 15. Does not meet plans/specifications, provide revised submittal 16. See Remarks |
|---|---|

Remarks:

--

City of Kenmore Review

Date

Date Returned to Contractor:



City of Kenmore, Washington
Engineering Department

Request for Information

RFI Number	Date

Contract Number:

Project Name:

To:

From Contractor:

--

Subcontractor if applicable:

--

Document Reference (Sheet, Detail, Spec.):

--

Request/Recommended Solution:

R
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q
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e
s
t

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☐ Attachments:

Date Response Needed:

Initiated by:

City's Response:

R
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s
e

--

☐ Attachments:

Response By:

Signature

Print Name

Date:

☐ City concurrence:

Signature

Print Name

Date:

NOTE: This is not an authorization to proceed with work involving additional cost and/or time. Notification must be given in accordance with the Contract Documents if any response causes any change to the Contract Sum and/or Contract Time.

Response Transmitted: Date: _____

To: _____

Change Request

Title:		Request No.:
Request Date:	Project:	
Contractor:		
Kenmore Contract No.:	Federal/State Aid No (If Applicable):	

Initiated By:

☐ City ☐ Engineer of Record ☐ Contractor ☐ CM ☐ Utility _____

Change Requested

The following change is proposed for the project (use additional pages if necessary): ☐ Attachment Pages

☐ Cost Estimate Attached ☐ Provide cost estimate with response

--

The work proposed shall be constructed in accordance with the terms and conditions of the Contract Documents and any attached plans and specifications unless otherwise noted above.

Contractor's Summary of Time and Cost Proposal:

COST: ☐ Increase ☐ Decrease \$ ☐ No Change

SCHEDULE: ☐ Increase ☐ Decrease _____ Days ☐ No Change

Reviewer's Response

☐ Work is recommended ☐ Work is not recommended:

Signature _____ Print Name _____ Date _____

City Response

☐ Work is approved per response above. Work shall not commence until execution of a change order

☐ Work is approved per response above and shall commence immediately. See attached Change Directive

☐ Work is not approved

Signature	Print Name	Date
-----------	------------	------

Utility Provider: (If Required) ☐ N/A

☐ Accepted ☐ Rejected



TEMPORARY ROAD CLOSURE NOTIFICATION

Project Name: _____

Date Submitted: _____

Permit/Project No.: _____

The City of Kenmore and the following agencies require a minimum of ten (10) business days written notice of your Temporary Street Closure:

US Postal Service	Northshore Fire Dept.	City of Kenmore	Garbage Services
Attn: Station Manager 10500 Beardslee Blvd. Bothell, WA 98011 Phone (425) 482-9755	Attn: Fire Chief 7220 NE 181 st Street Kenmore, WA 98028 Phone (425) 354-1780	Attn: 18120 68 th Ave NE Kenmore, WA 98028 Phone: (425) 398-8900	Attn: Republic Services @republicservices.com
METRO Transit (on Bus routes only)	Northshore School District Transportation Office	Kenmore Police Dept.	
Const. Information Coord. Email: construction.coord@kingcounty.gov Phone (206) 684-2732 Fax (206) 684-2686	Attn: Dispatch 3330 Monte Villa Parkway Bothell, WA 98021 Phone (425) 408-7900 Fax (425) 408-7902 Email: transportation@nsd.org	Attn: Police Chief 18120 68 th Ave NE Kenmore, WA 98028 (206)477-7455 Brandon.moen@kingcounty.gov	

Notices shall have the words "Road Closure Notice" Prominently displayed on the delivery envelope.

Please complete this form and send it to the applicable agencies.

Street(s) to be Closed: _____

Termini Streets: _____

Dates of Closure: _____

Hours of Closure: _____

Detour Route Information: ☐ Detour Map Attached

Adjacent Residences Notified: ☐ Sample Door Hanger Attached

Applicant's Name: _____

Applicant's Address: _____

Applicant's Contact Name: _____

Applicant's Contact Telephone Number: _____

Applicant's Signature: _____

Please send a copy of this completed form to the contact agencies listed above and to the City of Kenmore; ten (10) calendar days notice is required. Businesses and residences adjacent to the closure shall be notified via door hangers within three (3) calendar days but no sooner than five (5) calendar days of the closure. Arterial street closures require a variable message sign (VMS) posted on site five (5) calendar days prior to closure. Any residential street closure greater than 9 hours will require a variable message sign (VMS) posted on site three calendar days prior to closure.

FOR CITY OF KENMORE USE

Approved: ☐ Yes ☐ No

Print Name: _____

Signature: _____

Date: _____



Document Submittal Form

Project Name: _____

Contract Number: _____

Contractor: _____

Contractor Transmittal #: _____ Revision #: _____ Received Date Stamp _____

Contractor Date Sent: _____ Submittal #: _____ Date Returned to Contractor: _____

Item No.	Specification Section	Submittal Description	Substitution? (Ref#)	Review Decision

Contractor	Legend		
Review is only for general conformance with the information given in the contract documents. Contractor is responsible for conformance with all requirements of the Contract Documents, including but not limited to, all Federal, State and Local laws and regulations.	1	No Exceptions Taken	
	2	Comments Attached - No Revision/Resubmission Required	
	3	Comments Attached - Revise and Resubmit	
	4	Rejected - Revise and Resubmit - See Notes or Attached Comments	
	INC	Submittal Incomplete, resubmit - See Notes	
Signature			
Print Name			
Date			
	Reviewers Signature	Title	Date

Notes: _____ City Signature _____ Title _____ Date _____

PROPERTY RESTORATION ACCEPTANCE FORM

Property Address:

Parcel ID:

Property Owner Representative(s):

Date Work Started:

Date Work Completed:

Work Performed:

Contractor:

Contract No:

Project Name:

PROPERTY OWNER REPRESENTATIVE'S ACCEPTANCE OF RESTORATION

I/We, the undersigned Owner(s) or Representatives of property identified above accept as complete all the restoration work at the above listed address. In addition, I/we agree that all work was done in accordance with all authorized easements and permits.

BY REPRESENTATIVE: _____

DATE _____

BY REPRESENTATIVE: _____

DATE _____



FINAL CONTRACT VOUCHER CERTIFICATION

PROJECT:

Contract Number:

Date Work Physically Completed:

All work on the above referenced project has been completed in accordance with the contract documents and the final inspection has been completed, including all required paperwork.

The Contractor, _____, hereby agrees that the attached final pay voucher is a true and accurate statement showing all monies due to the Contractor from the City of Kenmore for work performed and materials provided for the above referenced project. City acceptance and final payment, including retained percentages/bond and payment and performance bond release, is hereby respectfully requested.

Final Contract Amount (including sales tax): \$

Payment and Performance Bond number:

_____, the Contractor, hereby releases the City of Kenmore, Washington, from any and all liens or claims arising out of this Contract or is, herewith, providing a bond covering all unpaid obligations for work, materials, equipment or any other liens outstanding on this Contract.

_____ hereby certifies that all subcontractors, suppliers, and employees have been paid in accordance with the Contract Documents and all applicable laws, with the exception, that being Retainage, if any, remaining to be paid.

CONTRACTOR:**ADDRESS:**

AUTHORIZED OFFICIAL: _____ **DATE:** _____
Contractor Signature

Print Name: _____ Title: _____

CITY ACCEPTANCE:

By: _____ **DATE:** _____
City Signature

Print Name: _____ Title: _____

APPENDIX E

**CITY OF KENMORE CRITICAL AREAS PERMIT
(ISSUED)**



City of Kenmore Development Services
Findings, Conclusion, and Conditions of Approval
April 2nd, 2025

Muck Creek Restoration Public Agency or Utility Exception
File # PAUE24-0073 (PRJ23-0069)

I. SUMMARY OF PROPOSAL:

Project Background:

The City of Kenmore recently completed a capital improvement project called, “68th Avenue NE Pedestrian and Bicycle Improvements Project.” As part of that project, the Hydraulic Project Approval (HPA) permit granted by Washington State Department of Fish and Wildlife (WDFW) included offsite mitigation measures, which included replacement of three driveway culverts in the Blueberry Creek basin, which is the adjacent tributary north of Muck Creek. The proposed restoration of Muck Creek is presented as an equivalent (or greater) alternative to the original mitigation measure approved under the HPA.

Description of Project:

Proposed Public Agency or Utility Exception (PAUE) for the restoration of Muck Creek to native riparian habitat. The proposal involves relocating a section of Muck Creek in order to improve its habitat function. The existing stretch of stream is located on 18707 73rd Avenue NE (Parcel B, parcel no. 011410-0412), which will be relocated to the adjacent City-owned property to the north at 18727 73rd Avenue NE (Parcel A, parcel no. 011410-0410). The proposed work is primarily located on Parcel A and includes a small portion of work on Parcel B, accounting for approximately 6% of the site area.

The project improves habitat function by creating a new meandering alignment featuring stable riffle-pool areas across the site. The new channel will include large woody material to create refuge for fish, including salmonids, while enhancing flow complexity and supporting food web productivity. Streamside areas will be graded to increase wetland habitat and flood storage capacity, with native plants and trees introduced throughout the site. The project will not involve constructing buildings, impervious surfaces, or equipment requiring long-term operation or maintenance.

II. PROJECT INFORMATION:

Property Owners:	Parcel A:	City of Kenmore
	Parcel B:	Pardalis Group III LLC, Attn: Paul Strisower
Applicant / Project Contact:	City of Kenmore – Public Works Department, Environmental Services Division, Attn: Andrew Silvia 18120 68 th Ave NE, Kenmore, WA 98028	
Property Location:	Address	Parcel Number
	Parcel A: 18727 73 rd Ave NE Parcel B: 18707 73 rd Ave NE	011410-0410 011410-0412
Property Size:	Parcel A:	1.34 acres
	Parcel B:	2.15 acres
	Total:	3.49 acres
Zoning:	Residential – 1 Dwelling Unit Per Acre (R-1)	
Comprehensive Plan Land Use Designation:	Parcel A:	Public / Private Facilities
	Parcel B:	Low Density Residential
Critical Areas:	<ul style="list-style-type: none">• Type F Stream (Muck Creek)• Category II Wetland• Fish and Wildlife Habitat of Importance• Flood Hazard Area	
Existing Use:	Parcel A:	Vacant
	Parcel B:	Single-family residential
Surrounding Uses:	Single-family residential	
Right-of-Way (ROW) Dedication:	None (0 SF)	

III. REVIEW PROCESS:

Pursuant to Kenmore Municipal Code (KMC) 18.55.420.D, a Public Agency or Utility Exception (PAUE) is required for the proposed development.

1. City Projects

Since this project was initiated by the City of Kenmore, we understand that there may be concerns or confusion regarding how the City reviews and issues land use decisions for its own projects. We want to assure the public that, despite being a city-initiated project, the review process for the Muck Creek Restoration project has been conducted with the same level of scrutiny and objectivity applied to any other development proposal. The Development Services Department (“Department”), responsible for overseeing land use decisions, operates as an independent department from the Public Works Department – Environmental Services Division (“Applicant”), which submitted the application. This separation ensures that all projects, including those initiated by the City, are evaluated fairly, impartially, and in compliance with city regulations and land use policies. We follow a transparent process that adheres to all municipal codes and zoning requirements to prevent bias in favor of city-initiated projects. Our goal is to ensure that projects meet the highest standards for the benefit of the community.

2. Review Process

The Public Agency or Utility Exception (PAUE) application has been processed as a Type 2 land use decision pursuant to Kenmore Municipal Code (KMC) 19.25. The application has

been reviewed for compliance with applicable codes by the following reviewers:

Name and Title	Agency
Samantha Loyuk, Director and SEPA Official	City of Kenmore
Reilly Rosbotham, Planner	City of Kenmore
Doug Van Gelder, Civil Engineer	City of Kenmore
Kerrie McArthur, Senior Biologist	Confluence Environmental Company

The key milestones on the application to date are as follows:

Date	Milestone
11/16/2023	Pre-application meeting held online via Microsoft Teams.
10/28/2024	Application filed with Development Services ("intake").
11/01/2024	Application determined complete pursuant to KMC 19.25.050 (Exhibit B-1)
11/15/2024	Notice of Application (NOA) and Optional SEPA publication with 21-day comment period issued pursuant to KMC 19.25.060 (Exhibits B-2.1, B-2.2, and B-2.3)
11/20/2024	The King County Wastewater Treatment Division submitted a comment during the NOA period (Exhibit B-4)
12/6/2024	Notice of Application and Optional SEPA comment period ended.
12/31/2024	Review #1 complete: Development Service's review comments were sent to the applicant.
1/16/2025	The applicant submitted a response to corrections (e.g., revised plans).
2/12/2025	Confluence Environmental (City consultant) submitted a critical areas memo and stream type determination (Exhibit D-5.1)
2/21/2025	Review #2 complete: No additional corrections required. The City begins to prepare the land use decision and SEPA threshold determination.
2/28/2025	SEPA Determination of Non-Significance (DNS) issued (Exhibit B-3.1)
4/2/2025	Notice of Decision (NOD) for PAUE issued.

IV. FINDINGS AND CONCLUSIONS:

Pursuant to KMC 18.55.420.D.1.a, a stream relocation may be allowed for Type F, Np, and Ns streams as part of a public project for which a public agency and utility exception is granted. While the proposed project is a stream restoration which will enhance the ecological functions of Muck Creek, a PAUE is required by code for the stream relocation.

The PAUE application has been reviewed for compliance with the Kenmore Zoning Code (KMC Title 18), the 2021 King County Surface Water Design Manual (KCSWDM) as adopted and amended by KMC 13.35, the 2021 City of Kenmore Road Standards (KRS) as adopted by KMC 12.50, and other applicable City regulations. The following are Findings and Conclusions:

1. Property Description

Parcel A, the primary site for the proposed work, spans 1.34 acres, has a rectangular shape, and is situated west of 73rd Avenue NE between NE 190th Street and NE 185th Street. This parcel is owned by the City of Kenmore. Additionally, a small portion of the restoration work (approximately 2,000 square feet) will take place on Parcel B, which is 2.15 acres, also rectangular, and located directly south of Parcel A. While Parcel A is vacant, Parcel B

contains an existing single-family residence. Together, these parcels are referred to as the “subject property” or “Property.” The subject property is located in an established single-family residential neighborhood characterized by large lots and proximity to environmentally critical areas, including streams and wetlands, hence the R-1 zoning designation. The Property contains multiple critical areas, including Muck Creek (a Type F Stream), a Category II Wetland, and Fish and Wildlife Habitats of Importance (FWHIs).

2. Kenmore Comprehensive Plan

The application has been reviewed for consistency with the adopted policies of the Kenmore Comprehensive Plan, and more specifically, the Land Use Sub-Element of the plan. KMC Title 18 “Zoning,” and other applicable City development regulations have been adopted to implement the Kenmore Comprehensive Plan. The Land Use Sub-Element classifies the R-1 zone as “Low Density Residential.” In this classification, land uses are predominantly single detached dwelling units on lot sizes that vary according to district but with an overall base density of one to six dwelling units per acre. In the R-1 district, uses are clustered as appropriate in relation to environmental constraints and the protection of critical areas.

The application aligns with the following goals and policies, among others, from the Land Use Sub-Element of the Comprehensive Plan:

- a. Policy LU-1.2.7: “Continue to support projects that improve the quality of both the built and natural environments to support a thriving community and reduce disparate health and environmental impacts, especially to low-income and disadvantaged communities. Clean air, water and soil, and a healthy ecosystem are critical for human health.”

Discussion: The proposed project aligns with this policy by enhancing the natural environment through improvements to Muck Creek, a fish-bearing stream that supports salmonid habitat. Located within a half-mile of downtown Kenmore—home to a significant portion of the city’s lower-income communities—the project will enhance the ecological functions of Muck Creek and its adjacent wetland. These improvements will contribute to cleaner water and soil, fostering a healthier ecosystem and supporting environmental equity.

- b. Policy LU-1.7.1: During the 20-year planning period, identify community needs and site the following facilities or uses in accordance with the Capital Facilities Element, the Housing Element, and the Parks, Recreation and Open Space Element:

- Public Works Facility
- Affordable Housing
- Parkland, particularly on the waterfront or in under-served areas
- Open space to preserve environmentally sensitive areas, including those areas that protect and enhance the City’s wetland and receiving water bodies, where regulatory measures alone are insufficient.

Discussion: This project site was selected to provide open space and preserve environmentally sensitive areas, aligning with the Parks, Recreation, and Open Space Element of the Comprehensive Plan. By protecting and enhancing natural features, the project supports the city’s long-term vision for open space preservation and

environmental stewardship.

- c. Policy LU-2.3.6: Use regulations, incentives, open space acquisition, or, where these measures are not adequate, use low density zoning to protect floodplains, riparian corridors, wetland, and unstable slopes from degradation, and to encourage linking these environmental features into a network of open space, fish and wildlife habitat. In sensitive areas, some density may be transferred onsite to less constrained areas, or density may be transferred off-site to specified receiving areas, such as the Downtown.

Discussion: This project utilizes open space acquisition to protect floodplains, the Muck Creek riparian corridor, and wetlands within the site. By enhancing a portion of the Muck Creek riparian corridor, which flows into Swamp Creek—a designated Shoreline of the State—the project helps create a connected network of open space, improving habitat continuity and environmental resilience. These efforts align with the city’s land use policies for conservation and sustainable development.

CONCLUSION: The application has been evaluated for alignment with the goals and policies of the Kenmore Comprehensive Plan, and the city has determined that the proposal is consistent with the plan.

3. **Public Notification (KMC 19.25) & SEPA (RCW 43.21C, KMC 19.35)**

The application exceeds the categorical exemptions from the State Environmental Policy Act (SEPA) pursuant to WAC 197-11-800. A SEPA Environmental Checklist (File No. SEPA24-0074) was prepared by the applicant and filed with the application (Exhibit A-4). The Optional Determination of Non-Significance process was used to integrate the comment period for the Notice of Application (NOA) and the SEPA review, pursuant to WAC 197-11-355.

- a. The combined NOA and SEPA 21-day comment period was in effect from 11/15/2024 to 12/6/2024. The notice was published in the *Seattle Times* newspaper, posted on the city’s website, mailed to property owners within 1,000 feet of the site, emailed to SEPA agencies, uploaded to the SEPA registrar, and posted on a 4-foot by 4-foot (4’x4’) public notice board on site in accordance with KMC 19.25 and KMC 19.35 (Exhibits B-2.1, B-2.2 and B-2.3).
- b. The city received one (1) comment during the NOA 21-day comment period. The table below summarizes the comment received; see also Exhibit B-4.

Party of Interest	Comment Summarized ¹
Emmeline Aquino Environmental Planner King County DNRP Wastewater Treatment Division 201 South Jackson Street Seattle, WA 98104	A King County facility is located 20 feet to the northeast of the project area; King County requests the applicant to submit construction drawings to the King County Wastewater Treatment Division.

¹ This summary is intended to summarize comments received during the NOA comment period. This summary is not intended to replace public comments. A copy of the comment is provided as an Exhibit.

- c. A copy of the comment was provided to the applicant for their review and response. The applicant provided construction drawings to the King County Wastewater Treatment Division (WTD) as requested. The WTD reviewed construction drawings and determined that no further action was needed (Exhibit B-5).
- d. A SEPA determination of non-significance (DNS) was issued on 2/28/2025, separately from the land use decision.

CONCLUSION: The application exceeds the SEPA exemption thresholds. A SEPA Environmental Checklist was completed by the applicant and reviewed by the Department (Exhibit A-4). The Department reviewed the project for environmental impacts and issued a DNS.

4. Zoning (KMC Title 18)

The purpose of the City Zoning regulations (Title 18) is to encourage land use decision making in accordance with the public interest and applicable laws of the State of Washington, protect the general public health, safety, and welfare of the City's citizens, implement the comprehensive plan's policies and objectives through land use regulations, provide for the economic, social, and aesthetic advantages of orderly development through harmonious groupings of compatible and complementary land uses and the application of appropriate development standards, provide for adequate public facilities and services in conjunction with development, promote general public safety by regulating development of lands containing physical hazards and to minimize the adverse environmental impacts of development; and minimize uses of land that impose negative externalities on persons or properties outside of the property on which the negative externalities are generated. The city has determined that the project is consistent with Zoning code requirements of KMC Title 18; below are the findings. PAUE approval will be conditioned so that compliance with the findings is verified prior to issuance of subsequent permits:

- a. The subject properties are zoned R-1. The former residence on Parcel A was previously demolished, and there is no proposed replacement use except to restore the property to a natural state. The existing residence and accessory buildings on the southern property would remain, and there is no proposed change in use on either property.
- b. Pursuant to KMC 18.21.030, the minimum lot size in the R-1 zone is 2,500 SF (0.06 acre). Parcel A is 1.34 acres and Parcel B is 2.15 acres, and there is no proposed change in lot size. The existing lot size complies with development standards of the R-1 zone.
- c. Pursuant to KMC 18.21.030, the minimum lot width in the R-1 zone is 30 feet. Parcel A has a lot width of approximately 135 feet and Parcel B has a lot width of approximately 210 feet, and there is not proposed change to lot size. The existing lot width complies with development standards of the R-1 zone.
- d. KMC 18.21.030 Table B establishes the building development standards of the R-1 zone (setbacks, building height, etc.). No new structures or impervious surfaces are proposed, and the building development standards do not apply to the project.
- e. Per KMC 18.30.070, the project shall comply with light and glare standards.

- f. The project was reviewed for parking and circulation standards described in KMC 18.40 by the City's development engineer. See the findings in Section 7 – Road Standards.
- g. The project has been reviewed for compliance with tree management and protection requirements set forth in KMC 18.57. Existing significant trees were surveyed, tagged with identification numbers, and assessed by a certified arborist (Exhibit D-3). The applicant provided a preliminary tree management and protection plan ("tree plan") and arborist report to demonstrate compliance with KMC 18.57 (Exhibits C-1 and D-3). Per KMC 18.57.060, a minimum of 30 tree units per net buildable acre is required. Net buildable area excludes critical areas and their buffers to the extent they are required by the city to remain undeveloped. Because the property is entirely encumbered by critical areas and their buffers, the net buildable area of the site is 0 SF. The tree credit requirements do not apply to critical areas or associated buffers.
- h. Tree removal and replacement requirements are subject to the critical areas code (KMC 18.55), which requires tree replacement at a ratio of 3:1. Removal of 12 trees is proposed. Based on the tree replacement ratio, a minimum of 36 replacement trees is required. The tree management plan shows planting of 108 replacement trees, which exceeds the minimum replacement requirement. The plans provided at the time of engineering permit shall demonstrate compliance with the approved tree management plan (Exhibit C-1).
- i. Per KMC 18.57.100, trees shall be maintained in accordance with International Society of Arboriculture (ISA) guidelines and standards.
- j. Per KMC 18.57.085, a windthrow evaluation shall be conducted as part of the preparation of the tree protection plan. A windthrow evaluation in compliance with KMC 18.57.085 was provided as part of the arborist report (Exhibit D-3).
- k. Per KMC 18.57.090, prior to initiating tree removal and any clearing and grading on the site, trees to be protected and preserved shall be protected from potentially damaging activities. Storage of materials and/or access is not allowed within tree protection zones. Prior to the start of any work on site, a city inspection is required to verify tree protection measures. The applicant shall not remove tree protection measures until approval from the city has been given to do so.
- l. Per KMC 18.57.100, replacement trees or groves that are damaged or die within a period of three years after planting or transplanting must be replaced in kind at a ratio of one-to-one within six months of the tree's death or the date of discovery of the damage. Existing trees that are damaged or die within a period of three years after completion of construction activities and as a cause of construction activities as determined by a qualified tree protection professional shall be replaced in kind at a ratio of 2:1 within six months of the tree's death or date of discovery of the damage. However, since the critical areas code requires that trees removed in critical areas and buffers be replaced at a ratio of 3:1, the greater ratio requirement would apply.

CONCLUSION: The Public Agency or Utility Exception meets the zoning requirements of KMC Title 18 (where section 18.55 is addressed in the following section). The application will be

conditioned as necessary to ensure implementation of applicable standards.

5. Environmentally Critical Areas (KMC 18.55)

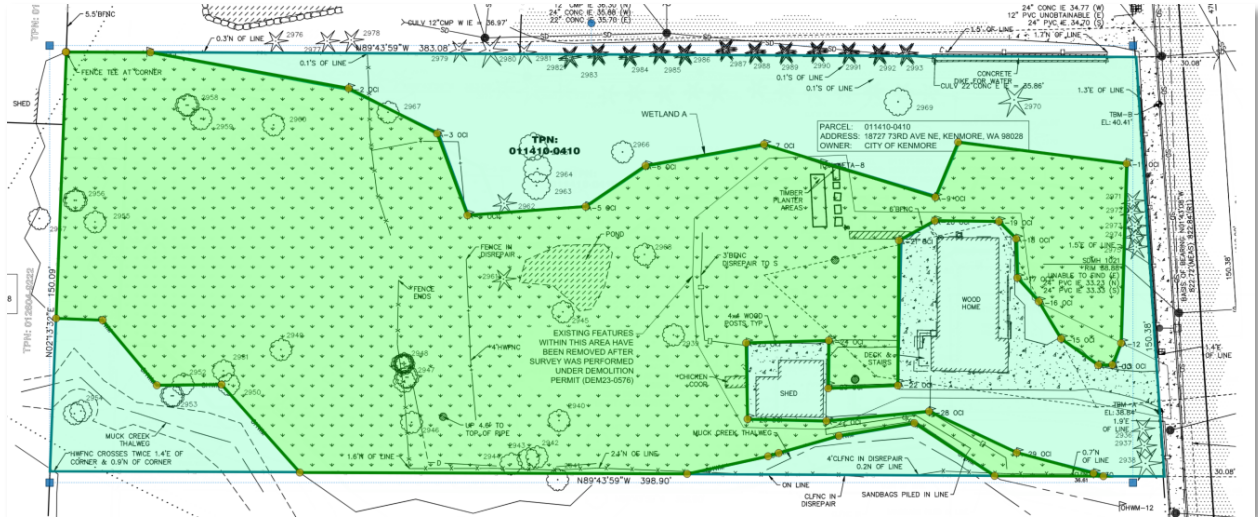
The city values the protection of critical areas and finds that these areas provide a variety of valuable and beneficial biological and physical functions that benefit the city and its residents. The regulations set forth in KMC 18.55 are intended to protect critical areas in accordance with the Growth Management Act (GMA) and through the application of best available science. The project has been reviewed for compliance with critical area regulations set forth in KMC 18.55. PAUE approval will be conditioned so that compliance with the findings described below is verified prior to issuance of subsequent permits:

- a. The subject property contains a Type F stream with habitat for salmonids (Muck Creek), a Category II wetland, and a flood hazard area. The property also includes areas of fish and wildlife habitats of importance (FWHIs) for anadromous fish species including chinook salmon, coho salmon, steelhead trout, cutthroat trout, and sockeye salmon, as well as potential habitat for species including bald eagle, California gull, evening grosbeak, rufous hummingbird, western grebe, great blue heron, and little brown bat. Critical areas and/or buffers encumber the entire property.
- b. The streams and wetland were assessed, rated, delineated, and analyzed using best available science by Osborn Consulting, Inc. (Exhibit D-2). The critical areas report notes that, "the project design and this critical area report have been prepared by qualified professionals experienced with the principles and practical application of the best available science" (Exhibit D-1). The city finds that the critical areas report and wetland delineation comply with the requirements of KMC 18.55.110 and is consistent with criteria established in WAC 365-195-900 through 365-195-925.

Wetland:

- c. A Category II wetland occupies the majority of Parcel A; the wetland has a habitat score of 5 and was rated pursuant to KMC 18.55.300, WAC 173-22-035 and -080, and best available science. The wetland is described by the ecologist as a "riverine wetland." (Exhibit D-2). The wetland was delineated using the *Corps Wetlands Delineation Manual: Western Mountains, Valleys, and Coast Region (USACE 2010)*. The wetland was rated using the *Washington State Wetland Rating System for Western Washington (Hruby 2014)*.

- d. Per KMC 18.55.300.C, a 75-foot buffer is required, which encompasses the remainder of the property. The wetland and 75-foot buffer are shown in the image below where the green highlight represents the wetland and bluish green represents the buffer within Parcel A. The structures shown on the survey were demolished in 2023, and are no longer present on the property.



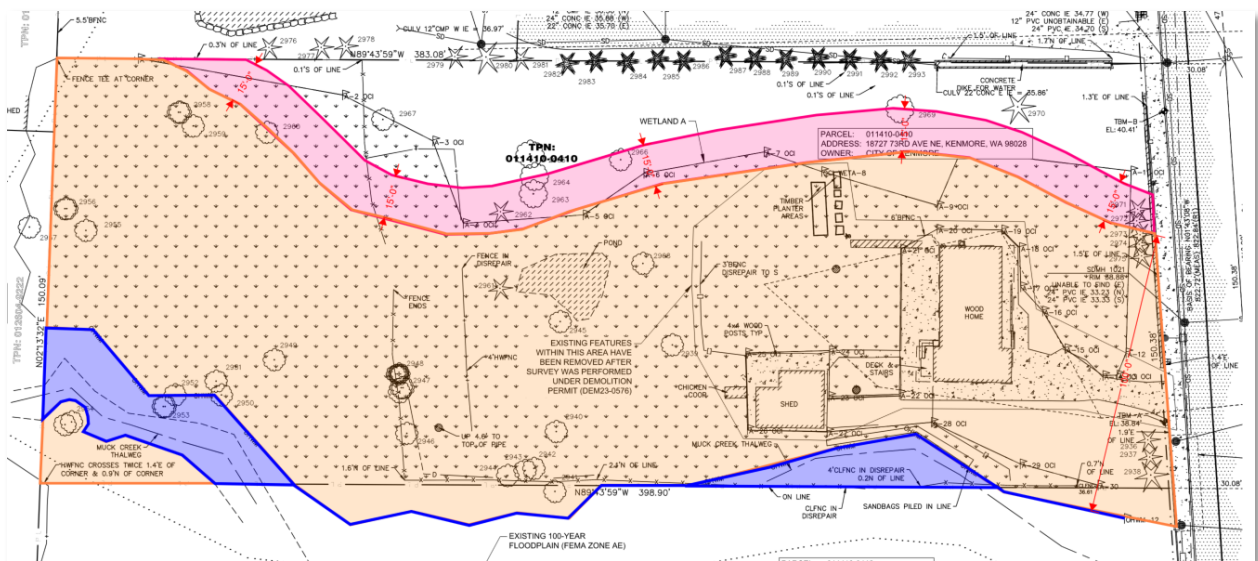
- e. All proposed work is located within the wetland and/or its buffer. Pursuant to KMC 18.55.320.E.1, conservation or restoration activities aimed at protecting or restoring the soil, water, vegetation, or wildlife may be permitted within a wetland and wetland buffer, if they are conducted in a manner so as to minimize impacts to the buffer and adjacent wetland. The proposed enhancement work is intended to restore soil, water, vegetation, and wildlife on the project site, and the proposed work is permitted within the wetland and wetland buffer.

Streams:

- f. The property contains one on-site Type F stream (Muck Creek). Muck Creek flows from west to east through the property, meandering through the south side of Parcel A and the north side of Parcel B. The ordinary high water mark (OHWM) of the stream was delineated in accordance with accepted standards as required in WAC 173-22-030(5) and *Determining the Ordinary High Water mark for Shoreline Management Act Compliance in Washington State* (Anderson, et al. 2016). On the portions of Muck Creek within Parcel A were delineated for the OHWM.
- g. Muck Creek is categorized as a Type F Stream containing habitat for fish including salmonids, which is defined in KMC 18.55.400.A and B as water presumed to contain suitable fish habitat in stream reaches having a defined channel width of two feet or greater and a channel gradient of 16% or less. The critical areas report prepared by Osborn Consulting states that "the stream has a low gradient, with an average slope of 0.5% through the project area." The City's environmental consultant, Confluence Environmental, prepared a stream determination memo confirming the stream type (Exhibit D-5.1). The memo states that "The gradient is less than 20% for a distance

greater than 160 meters,” and “the average channel width was 15.8 feet (4.8 meters); therefore, it meets the WDFW (2019) criteria for potential salmonid use.” Additionally, the memo states “Muck Creek is a tributary to Swamp Creek, and salmonid use of Swamp Creek has been documented (WDFW 2025). Since there are no natural barriers along Muck Creek between the site and Swamp Creek, and Muck Creek has the physical characteristics for potential salmonid use, Muck Creek would be classified as a stream with salmonid use.” The City takes no exception to this analysis.

- h. Pursuant to KMC 18.55.400.A.2, the standard buffer for a Type F stream used by or containing habitat for fish including salmonids is 100 feet. A large portion of the proposed work will occur within Muck Creek itself and its proposed buffers. Streams, buffers, and 15-foot building setbacks are shown in the image below where the blue highlights represent the streams, orange highlights represent the buffers, and pink highlight represents the building setbacks. The image below shows the existing location of the stream, prior to the proposed relocation.



- i. The majority of the proposed work is located within Muck Creek and/or its buffer. Pursuant to KMC 18.55.420.D, stream relocations may be allowed only for Type F streams as part of a public project for which a public agency and utility exception is granted. KMC 18.55.420.D.2 establishes additional criteria for stream relocations. The critical areas report (Exhibit D-1, Pages 22-23) demonstrates that the project meets the following criteria, including:

- The equivalent base flood storage volume and function will be maintained;
- There will be no increase in velocity;
- There will be no interbasin transfer of water
- There will be no increase in the sediment load;
- There is an overall increase in habitat function and value for salmonids and other fish;
- Requirements set out in the mitigation plan are met;

- The relocation conforms to other applicable laws; and
- All work will be carried out under the direct supervision of a qualified biologist.

The proposed work is permitted within the stream and stream buffer.

j. All proposed work consists of environmental mitigation, intended to offset the impacts of the previously constructed 68th Avenue NE Pedestrian and Bicycle Improvements Project. A mitigation plan was provided within the critical areas report (Exhibit D-1). The mitigation plan demonstrates compliance with the mitigation sequencing requirements in KMC 18.55.210. The project achieves this through several means, including:

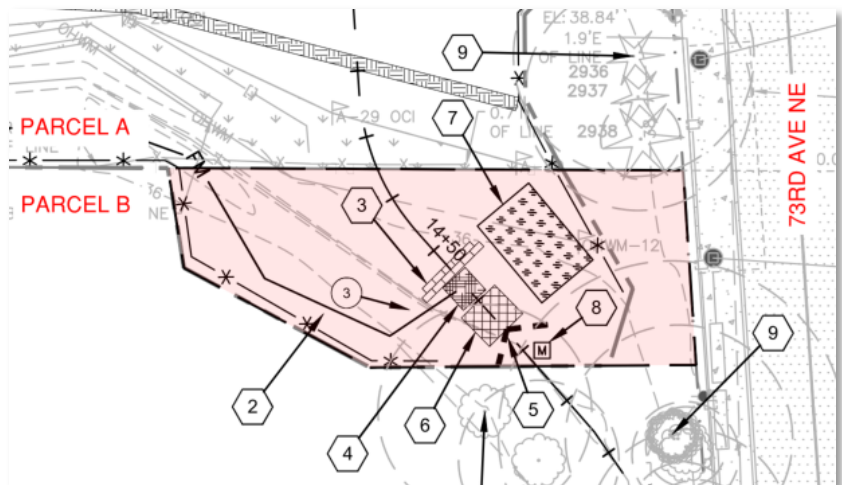
- The layout of the proposed stream channel is designed to avoid mature trees and critical root zones.
- Limits of disturbance within critical areas have been set to the minimum necessary to accommodate grading of the stream channel relocation and creation of new depressional areas.
- Temporary soil erosion and other sedimentation risks will be minimized and controlled to the maximum extent practicable through the implementation of a TESC plan.
- Temporal impacts to the stream channel have been reduced to the maximum extent possible through construction sequencing.

The project includes a 5-year maintenance and monitoring period where monitoring reports are due to the Department annually. The conceptual mitigation plan provided complies with mitigation requirements described in KMC 18.55.200 (Exhibits D-1 and C-1). A final mitigation plan (i.e. construction-level planting plan) is required prior to engineering permit issuance. Per KMC 18.55.220, within 30 days of the installation of the approved mitigation, the applicant shall submit an affidavit or as-built drawing signed by a qualified professional wetland ecologist that the mitigation has been installed consistent with the approved plan.

k. The majority of the work is proposed on Parcel A, which is owned by the City of Kenmore.

However, a small portion of the proposed work is located on the northeast corner of Parcel B, which is privately owned (see image right). Prior to issuance of the engineering permit, a temporary construction easement is required for the proposed work on

Parcel B. The easement should provide access to the City for all proposed work, including the right for the City or its designees to enter the project area for the purpose



of maintenance and monitoring activities.

Fish and Wildlife Habitats of Importance:

- I. Per KMC 18.55.500, the potential presence of Chinook salmon, Coho salmon, and steelhead trout means that the Muck Creek and Wetland A are considered a fish and wildlife habitats of importance (FWHIs). Per KMC 18.55.510, the critical areas report was expanded to include a draft Habitat Management Plan (HMP) in consultation WDFW (Exhibit D-1). The HMP provided includes special consideration to conservation or protection measures necessary to preserve or enhance anadromous fish and their habitat, such as the addition of woody material adjacent to stream beds to assist with the natural process of supporting in-stream salmonid habitat. The HMP demonstrates compliance with performance standards for anadromous fish described in KMC 18.55.530.B are being met. A final HMP is required prior to engineering permit issuance.

Flood Hazard Areas

- m. The entirety of Parcel A and the northern portion of Parcel B are within mapped flood hazard areas. Development within flood hazard areas is subject to Article XIX of the Kenmore critical areas code for flood hazard areas. Pursuant to KMC 18.55.715.A, a development permit shall be obtained before any development begins within any flood hazard area. A subsequent engineering permit is required, which is considered a development permit.
- n. Pursuant to KMC 18.55.730.E, the cumulative effect of any proposed development, where combined with all other existing and anticipated development, shall not increase the water surface elevation of the base flood more than one foot at any point within the City. The proposal does not include any new structures, and the critical areas report (Exhibit D-1) demonstrates that the project includes excavation which will increase base flood storage volumes.

Criteria for Granting a Public Agency or Utility Exception (PAUE):

- o. The discussion above highlights the complexities of the subject property, including environmentally critical areas, buffers, and building setbacks. According to KMC 18.55.420.D, relocating a Type F stream may be permitted as part of a public project under a PAUE. Additionally, KMC 18.55.160.E requires the city to grant a reasonable use allowance when specific criteria are met. The applicant has demonstrated compliance with the following criteria:
 1. **No Feasible Alternative Location (KMC 18.55.160(E)(1)):** The project meets this criterion as it is a mitigation effort designed to enhance aquatic resource functions. Given its purpose, the work must take place within the critical areas on-site and cannot be relocated elsewhere.
 2. **No Practical Alternative with Less Impact (KMC 18.55.160(E)(2)):** There are no practical alternatives that would result in less impact, as the project must be conducted within the site's critical areas to achieve its intended environmental benefits.

3. **Essential for Public Services (KMC 18.55.160(E)(3)):** The project enhances habitat conditions for priority species and mitigates stream impacts from the 68th Avenue NE Pedestrian and Bicycle Improvements Project. Strict application of the code would prevent relocating the creek segment onto City property, which is necessary to achieve the proposed functional improvements.
 4. **No Threat to Public Health, Safety, or Welfare (KMC 18.55.160(E)(4)):** The project does not pose any unreasonable risk to public health, safety, or welfare.
 5. **Mitigation of Impacts Consistent with Best Available Science (KMC 18.55.160(E)(5)):** The project was designed by qualified professionals following best available science principles, ensuring that critical area functions and values are properly protected and enhanced.
 6. **No Net Loss of Critical Area Functions and Values (KMC 18.55.160(E)(6)):** The project achieves no net loss of critical area functions and values, considering both its direct benefits and its role in mitigating select stream impacts caused by the 68th Avenue Improvements Project.
 7. **Mitigation Sequencing and Watershed Approach (KMC 18.55.160(E)(7)):** The critical areas report demonstrates compliance with mitigation sequencing under KMC 18.55.210 and outlines how the project enhances prior mitigation efforts associated with the 68th Avenue Improvements Project using a watershed-based approach.
 8. **Minimal Intrusion into Critical Areas (KMC 18.55.160(E)(8)):** Development activities are designed to minimize disturbance. Fish screens will be utilized, and work will be conducted during the designated in-water work window to reduce impacts on the stream and salmonid species. Upon completion, the stream, wetland, and disturbed buffer areas will be restored and enhanced.
 9. **Consistency with Public Plans and Policies (KMC 18.55.160(E)(9)):** The project is included in the City's Capital Improvement Plan, as adopted in the 2023-2024 Biennial Budget. The budget approval process included extensive public review, meetings, and opportunities for public input.
 10. **Alignment with Comprehensive Plan and Development Regulations (KMC 18.55.160(E)(10)):** The project aligns with multiple elements of the City's Comprehensive Plan, including Capital Facilities, Natural Environment, Climate Action, and Surface Water, ensuring consistency with the City's long-term planning goals.
- p. Pursuant to KMC 18.55.160.F.1, the PAUE shall be conditioned to require conformance with the development standards and mitigation plans identified in the approved critical areas report (Exhibit D-1).
- q. Pursuant to KMC 18.55.160.F.2, the PAUE shall be conditioned to require appropriate best management practices, as described in this chapter and in other science-based

documents, including but not limited to the Washington State Department of Commerce Critical Areas Guidebook, as amended, sources of science by State agencies with expertise, and standard conditions of approval published by federal agencies. The critical areas report (Exhibit D-1) demonstrates compliance.

- r. Critical area buffers outside of the project site shall be protected during construction by placement of a temporary barricade, on-site notice for construction crews of the presence of the critical area, and implementation of appropriate erosion and sedimentation controls.
- s. Review for compliance with the provisions of the KMC does not constitute compliance with other federal, State, and local regulations and permit requirements that may be required (for example, the Washington State Department of Fish and Wildlife *hydraulic project approval* (HPA), Army Corps of Engineers *Section 404 permits*, National Pollution Discharge Elimination System (NPDES) permits, etc.). The applicant is responsible for complying with these requirements, apart from the process established within the City.
- t. Per KMC 18.55.290, reasonable access to the site shall be provided to the City, State, and federal agency review staff for the purpose of inspections of the critical area during any proposal review, restoration, emergency action, or monitoring period.

CONCLUSION: The property contains an on-site Category II wetland, Type F stream (Muck Creek), flood areas, and fish and wildlife habitats of importance. A stream relocation of Muck Creek is proposed, and work is proposed within critical area buffers. The application has been reviewed for compliance with the critical areas code (KMC 18.55), including the Public Agency or Utility Exception criteria (KMC 18.55.160). The project complies and will be conditioned as necessary.

6. Surface Water (KMC 13.35 & 2016 KCSWDM)

The city finds that surface water management is necessary in order to promote the public health, safety and welfare by providing for the comprehensive management of surface water and stormwater and erosion control, especially that which preserves and utilizes the many values of the City's natural drainage system, including open space, fish and wildlife habitat, recreation, education and urban separation. The project has been reviewed for compliance with surface water regulations set forth in the 2021 King County Surface Water Design Manual (KCSWDM), as adopted with amendments by KMC 13.35. The City's development review engineer, Douglas van Gelder, reviewed the project for compliance with surface water standards and has determined that conceptually, the project complies and/or is capable of compliance with surface water standards with no conditions.

CONCLUSION: The application has been reviewed for compliance with surface water requirements and has been found to meet conceptual standards or demonstrate the ability to comply. A subsequent engineering permit will be required, but no specific surface water conditions are necessary at this stage.

7. Road Standards (KMC 12.50 & 2021 KRS)

The city strives to create a safe and efficient network of multi-modal transportation throughout the City which serves the needs of its citizens. The City seeks to balance the

needs of pedestrians, bicyclists, transit users, freight vehicles, emergency services, and drivers of personal vehicles to create a vibrant and mobile community, and is conscious of long-term maintenance needs and must pair future development with a sustainable maintenance program for public improvements. The City seeks to develop in a manner which provides comfort and aesthetic value to our community. The standards provided in the 2021 City of Kenmore Road Standards (KRS), as adopted by KMC 12.50, are intended to ensure that future improvements are planned, designed, and constructed in a manner which best meets these City goals and best serves the needs of our citizens. The project has been reviewed for compliance with the road standards regulations set forth in the 2021 KRS. The City's development review engineer, Douglas van Gelder, reviewed the project for compliance with road standards and has determined that conceptually, the project complies and/or is capable of compliance with road standards with no conditions.

CONCLUSION: The application has been reviewed for compliance with road standards and has been found to meet conceptual requirements or demonstrate the ability to comply. A subsequent engineering permit will be required, but no specific road standard conditions are necessary at this stage.

8. Water & Sewer (KMC Title 13 & KMC 18.45)

The Northshore Utility District ("NUD" or "the District") reviewed the proposal and approved the project on a conceptual level. The existing parcel is currently vacant and is not connected to water or sewer systems. The project proposes to restore the site, which previously contained a single-family home, to native habitat conditions. The District determined that the project scope does not require water or sewer services and does not impact any existing District facilities, and no utility conditions are necessary.

CONCLUSION: The application has been reviewed for compliance with water and sewer requirements and has been determined to meet the necessary standards. No utility conditions are required.

V. CONDITIONS OF APPROVAL:

Based upon the above Findings and Conclusions, the City has come to the determination that the above referenced application(s) comply with KMC Title 18, as well as other adopted City, State, and Federal regulations. **The Public Agency or Utility Exception application is hereby approved, subject to the following conditions of approval:**

1. General:

- a. Public Agency or Utility Exception approval is based upon the review of the documents submitted to the City as described in the "Exhibits" portion of this document. The project shall generally comply with Exhibits C-1 through E-1, unless otherwise approved by the City.
- b. Review for compliance with the provisions of the KMC does not constitute compliance with other federal, State, and local regulations and permit requirements that may be required (for example, the Washington State Department of Fish and Wildlife (WDFW) hydraulic project approval (HPA Permit), Army Corps of Engineers Section 404 permits, National Pollution Discharge Elimination System (NPDES) permits, etc.). The applicant is responsible for complying with these requirements, apart from the process

established within the City. City of Kenmore approval does not limit the applicant's responsibility to obtain any required permit or license from the State or other regulatory body.

- c. Inspections completed by the City of Kenmore and/or special inspection agency does not limit the applicant's responsibility to obtain any required permit and/or inspection from the State or other regulatory body.
- d. Necessary construction permits shall be obtained, prior to the start of any construction activity.
- e. City of Kenmore approval does not affect the right of the property owner to request a change in valuation for property tax purposes, notwithstanding any program of revaluation (RCW 36.70B.130). Such requests may be pursued by the property owner with King County Department of Assessments.
- f. All impacts to any significant cultural resources shall be avoided to the maximum extent feasible. The property is not a known historic property, per Washington Information System for Architectural & Archaeological Records Data (WISAARD). If inadvertent discovery were to occur, work is required to immediately stop, and the appropriate authorities shall be notified without delay.
- g. A site development engineering permit is required prior to beginning any construction activity on site. Engineering plans shall be prepared and submitted to the City. The engineering plans shall be prepared by a professional engineer licensed in the state of Washington and must be signed and stamped by the responsible professional engineer prior to final acceptance by the City, unless otherwise approved by the City. The engineering plans shall generally comply with Chapter 2 of KCSWDM, including minimum plan size, minimum scale, vertical and horizontal datum, and general content; the City may require supplemental plan elements in addition to those listed in KCSWDM.
- h. Demolition, earth moving and material handling, heavy equipment operations, and/or disposing of vegetative matter is subject to Puget Sound Clean Air Agency (PSCAA) regulations.
- i. Per KMC 18.30.070, the project shall comply with light and glare standards.
- j. Per KMC 18.30.115, the project shall comply with public nuisance standards.
- k. The raising, keeping, breeding or boarding of small animals and household pets are subject to KMC 6.05 and KMC 18.70.
- l. Prior to final inspection approval of subsequent permits (i.e. engineering permit), all mitigation work shall be installed, as-built approved, and inspected by the City of Kenmore Development Services Department.

2. Engineering Permit:

- a. Per KMC 17.25.022, Engineering plans for streets, drainage controls and other proposed or conditioned improvements shall be reviewed for approval by the development engineer prior to the commencement of on-site clearing or construction activities.
- b. A finalized tree management plan consistent with the tree management plan (Exhibit C-1) identifying the species and size of the replacement trees shall be provided at the time of engineering permit. Prior to substantial or final inspection approval of the engineering permit, all replacement trees shall be planted and an as-built drawing/memo shall be provided to the City.
- c. Prior to initiating tree removal and any clearing and grading on the site, trees to be protected and preserved shall be protected from potentially damaging activities. Storage of materials and/or access is not allowed within tree protection zones. Prior to the start of any work on site, a City inspection is required to verify tree protection measures. The applicant shall not remove tree protection measures until approval from the City has been given to do so.
- d. Replacement trees or groves that are damaged or die within a period of three years after planting or transplanting must be replaced in kind at a ratio of one-to-one within six months of the tree's death or the date of discovery of the damage. Existing trees that are damaged or die within a period of three years after completion of construction activities and as a cause of construction activities as determined by a qualified tree protection professional shall be replaced in kind at a ratio of two-to-one within six months of the tree's death or date of discovery of the damage, or at a ratio of three-to-one if located within critical areas or critical area buffers.
- e. The plans provided at the time of engineering permit shall comply with the approved critical areas report and mitigation plans (Exhibits D-1 & C-1). A final review will be conducted at the time of engineering permit. All mitigation and enhancement work shall be completed prior to substantial or final inspection approval of the engineering permit. Within 30 days of the installation of the approved mitigation, the applicant shall submit an affidavit or as-built drawing signed by a qualified professional wetland ecologist certifying that the mitigation has been installed consistent with the approved plan.
- f. A detailed, construction level Habitat Management Plan (HMP) shall be provided with the engineering permit submittal. The HMP (Exhibit D-1) demonstrates compliance with performance standards for anadromous fish described in KMC 18.55.530.B.
- g. All proposed work associated with the stream relocation shall be carried out under the direct supervision of a qualified biologist.
- h. A final mitigation plan (i.e., planting plan) is required at the time of engineering permit application. Within 30 days of the installation of the approved mitigation, the applicant shall submit an affidavit or as-built drawing signed by the qualified professional certifying that mitigation has been installed consistent with the approved plan, before the installed mitigation is inspected by the department.
- i. Proposed work shall be done in accordance with appropriate best management practices (BMPs) recommended in the approved critical areas report and mitigation

plans, which have been found to comply with KMC Chapter 18.55 and other science-based documents, including but not limited to the Washington State Department of Commerce Critical Areas Guidebook, as amended, sources of science by State agencies with expertise, and standard conditions of approval published by federal agencies.

- j. Prior to issuance of the engineering permit, a temporary construction easement is required for the proposed work on Parcel B. The easement shall provide access to the City for all proposed work, including the right for the City or its designees to enter the project area for the purpose of maintenance and monitoring activities.
- k. Critical area buffers outside the project site shall be protected during construction by placement of a temporary barricade, on-site notice for construction crews of the presence of the critical areas, and implementation of appropriate erosion and sedimentation controls.
- l. Reasonable access to the *site* shall be provided to the *City*, State, and federal agency review staff for the purpose of inspections of the *critical area* during any proposal review, *restoration*, *emergency* action, or *monitoring* period.
- m. Per KMC 18.57.100, trees shall be maintained in accordance with International Society of Arboriculture (ISA) guidelines and standards.

3. Exhibits

Public Agency or Utility Exception approval is based upon the review of the documents submitted to the City as described in the exhibits below. The exhibits are referenced throughout the City's Findings, Conclusions and Conditions of Approval. Some exhibits have red-lines or other annotations made by the City. Copies are available at City Hall and upon request.

Exhibit	Description of Document	Document Prepared By	Date
A-1	Application	Andrew Silvia, Project Manager, City of Kenmore	10/18/2024
A-2	Owner Authorization	Richard Sawyer, Environmental Services Director (on behalf of City of Kenmore)	10/16/2024
A-3	Owner Acknowledgement E-mail	Paul Strisower, Property Owner	10/18/2024
A-4	SEPA Checklist	Andrew Silvia, Project Manager, City of Kenmore	10/17/2024
B-1	Complete Application Letter	Reilly Rosbotham, Planner, City of Kenmore	11/1/2024
B-2.1	Notice of Application and Optional SEPA Notice Mailer	Reilly Rosbotham, Planner, City of Kenmore	11/15/2024
B-2.2	NOA Affidavit of Posting	Maura Query, Administrative Specialist, City of Kenmore	11/14/2024
B-2.3	NOA Affidavit of Service	Maura Query, Administrative Specialist, City of Kenmore	11/14/2024

B-3.1	SEPA Determination of Non-Significance (DNS)	Samantha Loyuk, SEPA Official, City of Kenmore	2/28/2025
B-3.2	SEPA DNS Notice Mailer	Reilly Rosbotham, Planner, City of Kenmore	2/28/2025
B-3.3	SEPA DNS Affidavit of Posting	Maura Query, Administrative Specialist, City of Kenmore	2/19/2024
B-3.4	SEPA DNS Affidavit of Service	Maura Query, Administrative Specialist, City of Kenmore	2/28/2025
B-4	Public Comment – King County Wastewater Treatment Division	Emmeline Aquino, Environmental Planner, King County Wastewater Treatment Division	11/20/2024
B-5	Applicant Response to Comment – E-mail Thread	Andrew Silvia, Project Manager, City of Kenmore and Mari Otto, Local Public Agency Program, King County	3/18 – 3/20/2025
C-1	Mitigation Plans	Michael Zarecor, PE, Osborn Consulting	10/15/2024
C-2	Existing Wetland and Buffer Map	Michael Zarecor, PE, Osborn Consulting, with edits by Reilly Rosbotham, Planner, City of Kenmore	10/15/2024
C-3	Existing Stream and Buffer Map	Michael Zarecor, PE, Osborn Consulting, with edits by Reilly Rosbotham, Planner, City of Kenmore	10/15/2024
D-1	Critical Areas Report and Habitat Management Plan – Osborn Consulting	Osborn Consulting	Jan 2025
D-2	Wetland Delineation Report – Osborn Consulting	Osborn Consulting	Feb 2023
D-3	Arborist Report	Douglas Smith, ISA Master Arborist, Seattle Tree Consulting	6/17/2024
D-4	Floodplain Memorandum	Tarelle Osborn, PE, President, Osborn Consulting	6/7/2024
D-5.1	Stream Determination – Confluence Environmental	Kerrie McArthur, PWS, Managing Senior Biologist, Confluence Environmental	2/12/2025
D-5.2	E-mail – WA Department of Fish and Wildlife	Tim Young, Fish Passage Biologist, WA Department of Fish and Wildlife and Andrew Silvia, Project Manager, City of Kenmore	1/29/2025
D-5.3	Critical Areas Report – Leon Environmental	Adam Crispin, PWS, Senior Biologist, Leon Environmental LLC	Mar 2024
E-1	Northshore Utility District (NUD) Approval	Thema Crenshaw, Permit Specialist, Northshore Utility District	12/4/2024

VI. APPEALS:


This decision may be appealed to the City of Kenmore Hearing Examiner. A Notice and Statement of appeal must be filed with the Kenmore City Clerk within 21 days from the date of this decision. The Notice and Statement of appeal shall state: 1) Specific reasons why the decision should be reversed or modified; and 2) The harm suffered or anticipated by the

appellant and the relief sought. The scope of an appeal shall be based on matters or issues raised in the Statement of Appeal. Failure to file a Notice and Statement of appeal deprives the Hearing Examiner jurisdiction to consider the appeal.

The Notice and Statement of appeal must be submitted to the City Clerk at City Hall by 4:30 p.m., **April 23, 2025**, and be accompanied with a filing fee of \$125 payable to the City of Kenmore.

Decision prepared by: Reilly Rosbotham, Planner

Date of Decision: April 2, 2025

Decision issued by: 
Samantha Loyuk, Development Services Director

TRANSMITTED TO: Andrew Silvia (Applicant)
Richard Sawyer (Property Owner/Applicant)
Paul Strisower (Property Owner)

CITY OF KENMORE ENGINEERING PERMIT
(ISSUANCE PENDING)

**US ARMY CORPS OF ENGINEERS NATIONWIDE PERMIT
(ISSUED)**



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, SEATTLE DISTRICT
4735 EAST MARGINAL WAY SOUTH, BLDG 1202
SEATTLE, WA 98134-2388

Regulatory Branch

March 19, 2025

Mr. Andrew Silvia
City of Kenmore
18120 68th Avenue Northeast
Kenmore, Washington 98028

Reference: NWS-2019-804
Kenmore, City of
(Muck Creek Mitigation)

Dear Mr. Silvia:

We have reviewed your application to restore approximately 25,250 square feet of riparian habitat adjacent in Muck Creek near Kenmore, King County, Washington. Based on the information you provided to us, Nationwide Permit (NWP) 27, *Aquatic Habitat Restoration, Establishment, and Enhancement Activities* (Federal Register December 27, 2021, Vol. 86, No. 245), authorizes your proposal as depicted on the enclosed drawings dated October 29, 2024.

In order for this authorization to be valid, you must ensure the work is performed in accordance with the enclosed *NWP 27, Terms and Conditions*.

We have reviewed your project pursuant to the requirements of the Endangered Species Act, the Magnuson-Stevens Fishery Conservation and Management Act and the National Historic Preservation Act. We have determined this project complies with the requirements of these laws provided you comply with all of the permit general and special conditions.

Please note that National General Condition 21, *Discovery of Previously Unknown Remains and Artifacts*, found in the *Nationwide Permit Terms and Conditions* enclosure, details procedures that must be followed should an inadvertent discovery occur. You must ensure that you comply with this condition during the construction of your project.

The authorized work complies with the Washington State Department of Ecology's (Ecology) Water Quality Certification (WQC) requirements and Coastal Zone Management (CZM) consistency determination decision for this NWP. No further coordination with Ecology for WQC and CZM is required.

Muck Creek is a water of the U.S. The Section 10 jurisdictional boundaries are shown on the enclosed permit drawings. If you believe these boundaries are inaccurate,


you may request a preliminary or approved jurisdictional determination (JD). If one is requested, please be aware that we may require the submittal of additional information to complete the JD and work authorized in this letter may not occur until the JD has been completed.

Our verification of this NWP authorization is valid until March 14, 2026, unless the NWP is modified, reissued, or revoked prior to that date. If the authorized work for the NWP authorization has not been completed by that date and you have commenced or are under contract to commence this activity before March 14, 2026, you will have until March 14, 2027, to complete the activity under the enclosed terms and conditions of this NWP. Failure to comply with all terms and conditions of this NWP verification invalidates this authorization and could result in a violation of Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act. You must also obtain all local, State, and other Federal permits that apply to this project.

You are cautioned that any change in project location or plans will require that you submit a copy of the revised plans to this office and obtain our approval before you begin work. Deviating from the approved plans could result in the assessment of criminal or civil penalties. Civil administrative penalties are described in the enclosure *Clean Water Act Class I Administrative Penalties*.

Upon completing the authorized work, you must fill out and return the enclosed *Certificate of Compliance with Department of the Army Permit*. All compliance reports should be submitted to the U.S. Army Corps of Engineers, Seattle District, Regulatory Branch electronically at nws.compliance@usace.army.mil. Thank you for your cooperation during the permitting process. We are interested in your experience with our Regulatory Program and encourage you to complete a customer service survey. Referenced documents and information about our program are available on our website at www.nws.usace.army.mil, select "Regulatory Permit Information". If you have any questions, please contact me at colleen.c.anderson@usace.army.mil or (360) 916-1520.

Sincerely,



Colleen Anderson, Project Manager
Regulatory Branch

Enclosures

cc:

Ecology (ecyrefedpermits@ecy.wa.gov)



US Army Corps
of Engineers ®
Seattle District

NATIONWIDE PERMIT 27

Terms and Conditions



2021 NWP's - Final 41; Effective Date: February 25, 2022

-
- A. Description of Authorized Activities
 - B. U.S. Army Corps of Engineers (Corps) National General Conditions for All Final 41 NWP's
 - C. Seattle District Regional General Conditions
 - D. Seattle District Regional Specific Conditions for this Nationwide Permit (NWP)
 - E. 401 Water Quality Certification (401 WQC) for this NWP
 - F. Coastal Zone Management Consistency Response for this NWP
-

In addition to any special condition that may be required on a case-by-case basis by the District Engineer, the following terms and conditions must be met, as applicable, for a Nationwide Permit (NWP) authorization to be valid in Washington State.

A. DESCRIPTION OF AUTHORIZED ACTIVITIES

27. Aquatic Habitat Restoration, Enhancement, and Establishment Activities. Activities in waters of the United States associated with the restoration, enhancement, and establishment of tidal and non-tidal wetlands and riparian areas, the restoration and enhancement of non-tidal streams and other non-tidal open waters, and the rehabilitation or enhancement of tidal streams, tidal wetlands, and tidal open waters, provided those activities result in net increases in aquatic resource functions and services.

To be authorized by this NWP, the aquatic habitat restoration, enhancement, or establishment activity must be planned, designed, and implemented so that it results in aquatic habitat that resembles an ecological reference. An ecological reference may be based on the characteristics of one or more intact aquatic habitats or riparian areas of the same type that exist in the region. An ecological reference may be based on a conceptual model developed from regional ecological knowledge of the target aquatic habitat type or riparian area.

To the extent that a Corps permit is required, activities authorized by this NWP include, but are not limited to the removal of accumulated sediments; releases of sediment from reservoirs to maintain sediment transport continuity to restore downstream habitats; the installation, removal, and maintenance of small water control structures, dikes, and berms, as well as discharges of dredged or fill material to restore appropriate stream channel configurations after small water control structures, dikes, and berms are removed; the installation of current deflectors; the enhancement, rehabilitation, or re-establishment of riffle and pool stream structure; the placement of in-stream habitat structures; modifications of the stream bed and/or banks to enhance, rehabilitate, or re-establish stream meanders; the removal of stream barriers, such as undersized culverts, fords, and grade control structures; the backfilling of artificial channels; the removal of existing drainage structures, such as drain tiles, and the filling, blocking, or reshaping of drainage ditches to restore wetland hydrology; the installation of structures or fills necessary to restore or enhance wetland or stream hydrology; the construction of small nesting islands; the construction of open water areas; the construction of oyster habitat over unvegetated bottom in tidal waters; coral restoration or relocation activities; shellfish seeding; activities needed to reestablish vegetation, including plowing or disking for seed bed preparation and the planting of appropriate wetland species; re-establishment of submerged aquatic vegetation in areas where those plant communities previously existed; re-establishment of tidal wetlands in tidal waters where those wetlands previously existed; mechanized land clearing to remove non-native invasive, exotic, or nuisance vegetation; and other related activities. Only native plant species should be planted at the site.

This NWP authorizes the relocation of non-tidal waters, including non-tidal wetlands and streams, on the project site provided there are net increases in aquatic resource functions and services.

Except for the relocation of non-tidal waters on the project site, this NWP does not authorize the conversion of a stream or natural wetlands to another aquatic habitat type (e.g., the conversion of a stream to wetland or vice versa) or uplands. Changes in wetland plant communities that occur when wetland hydrology is more fully restored during wetland rehabilitation activities are not considered a conversion to another aquatic habitat type. This NWP does not authorize stream channelization. This NWP does not authorize the relocation of tidal waters or the conversion of tidal waters, including tidal wetlands, to other aquatic uses, such as the conversion of tidal wetlands into open water impoundments.

Compensatory mitigation is not required for activities authorized by this NWP since these activities must result in net increases in aquatic resource functions and services.

Reversion. For enhancement, restoration, and establishment activities conducted: (1) In accordance with the terms and conditions of a binding stream or wetland enhancement or restoration agreement, or a wetland establishment agreement, between the landowner and the U.S. Fish and Wildlife Service (FWS), the Natural Resources Conservation Service (NRCS), the Farm Service Agency (FSA), the National Marine Fisheries Service (NMFS), the National Ocean Service (NOS), U.S. Forest Service (USFS), or their designated state cooperating agencies; (2) as voluntary wetland restoration, enhancement, and establishment actions documented by the NRCS or USDA Technical Service Provider pursuant to NRCS Field Office Technical Guide standards; or (3) on reclaimed surface coal mine lands, in accordance with a Surface Mining Control and Reclamation Act permit issued by the Office of Surface Mining Reclamation and Enforcement (OSMRE) or the applicable state agency, this NWP also authorizes any future discharge of dredged or fill material associated with the reversion of the area to its documented prior condition and use (i.e., prior to the restoration, enhancement, or establishment activities). The reversion must occur within five years after expiration of a limited term wetland restoration or establishment agreement or permit, and is authorized in these circumstances even if the discharge of dredged or fill material occurs after this NWP expires. The five-year reversion limit does not apply to agreements without time limits reached between the landowner and the FWS, NRCS, FSA, NMFS, NOS, USFS, or an appropriate state cooperating agency. This NWP also authorizes discharges of dredged or fill material in waters of the United States for the reversion of wetlands that were restored, enhanced, or established on prior-converted cropland or on uplands, in accordance with a binding agreement between the landowner and NRCS, FSA, FWS, or their designated state cooperating agencies (even though the restoration, enhancement, or establishment activity did not require a section 404 permit). The prior condition will be documented in the original agreement or permit, and the determination of return to prior conditions will be made by the Federal agency or appropriate state agency executing the agreement or permit. Before conducting any reversion activity, the permittee or the appropriate Federal or state agency must notify the district engineer and include the documentation of the prior condition. Once an area has reverted to its prior physical condition, it will be subject to whatever the Corps Regulatory requirements are applicable to that type of land at the time. The requirement that the activity results in a net increase in aquatic resource functions and services does not apply to reversion activities meeting the above conditions. Except for the activities described above, this NWP does not authorize any future discharge of dredged or fill material associated with the reversion of the area to its prior condition. In such cases a separate permit would be required for any reversion.

Reporting. For those activities that do not require pre-construction notification, the permittee must submit to the district engineer a copy of: (1) the binding stream enhancement or restoration agreement or wetland enhancement, restoration, or establishment agreement, or a project description, including project plans and location map; (2) the NRCS or USDA Technical Service Provider documentation for the voluntary stream enhancement or restoration action or wetland restoration, enhancement, or establishment action; or (3) the SMCRA permit issued by OSMRE or the applicable state agency. The report must also include information on baseline ecological conditions on the project site, such as a delineation of wetlands, streams, and/or other aquatic habitats. These documents must be submitted to the district engineer at least 30 days prior to commencing activities in waters of the United States authorized by this NWP.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing any activity (see general condition 32), except for the following activities:

(1) Activities conducted on non-Federal public lands and private lands, in accordance with the terms and conditions of a binding stream enhancement or restoration agreement or wetland enhancement, restoration, or establishment agreement between the landowner and the FWS, NRCS, FSA, NMFS, NOS, USFS or their designated state cooperating agencies;

(2) Activities conducted in accordance with the terms and conditions of a binding coral restoration or relocation agreement between the project proponent and the NMFS or any of its designated state cooperating agencies;

(3) Voluntary stream or wetland restoration or enhancement action, or wetland establishment action, documented by the NRCS or USDA Technical Service Provider pursuant to NRCS Field Office Technical Guide standards; or

(4) The reclamation of surface coal mine lands, in accordance with an SMCRA permit issued by the OSMRE or the applicable state agency.

However, the permittee must submit a copy of the appropriate documentation to the district engineer to fulfill the reporting requirement. (Authorities: Sections 10 and 404)

Note: This NWP can be used to authorize compensatory mitigation projects, including mitigation banks and in-lieu fee projects. However, this NWP does not authorize the reversion of an area used for a compensatory mitigation project to its prior condition, since compensatory mitigation is generally intended to be permanent.

B. CORPS NATIONAL GENERAL CONDITIONS FOR ALL 2021 NWPs - FINAL 41

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his or her authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be

used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Structures and Fills. Temporary structures must be removed, to the maximum extent practicable, after their use has been discontinued. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. Permittees shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify designated critical habitat or critical habitat proposed for such designation. No activity is authorized under any NWP which “may affect” a listed species or critical habitat, unless ESA section 7 consultation addressing the consequences of the proposed activity on listed species or critical habitat has been completed. See 50 CFR 402.02 for the definition of “effects of the action” for the purposes of ESA section 7 consultation, as well as 50 CFR 402.17, which provides further explanation under ESA section 7 regarding “activities that are reasonably certain to occur” and “consequences caused by the proposed action.”

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA (see 33 CFR 330.4(f)(1)). If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat or critical habitat proposed for such designation, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation), the pre-construction notification must include the name(s) of the endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or that utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. The district engineer will determine whether the proposed activity “may affect” or will have “no effect” to listed species and designated critical habitat and will notify the non-Federal applicant

of the Corps' determination within 45 days of receipt of a complete pre-construction notification. For activities where the non-Federal applicant has identified listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have "no effect" on listed species (or species proposed for listing or designated critical habitat (or critical habitat proposed for such designation), or until ESA section 7 consultation or conference has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation or conference with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWP.

(e) Authorization of an activity by an NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring that an action authorized by an NWP complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting the appropriate local office of the U.S. Fish and Wildlife Service to determine what measures, if any, are necessary or appropriate to reduce adverse effects to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties. (a) No activity is authorized under any NWP which may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)(1)). If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will

verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts commensurate with potential impacts, which may include background research, consultation, oral history interviews, sample field investigation, and/or field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect.

(d) Where the non-Federal applicant has identified historic properties on which the proposed NWP activity might have the potential to cause effects and has so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed. For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. Permittees that discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by an NWP, they must immediately notify the district engineer of what they have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal,

and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, 52, 57 and 58 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed by permittees in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after she or he determines that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) Compensatory mitigation at a minimum one-for-one ratio will be required for all losses of stream bed that exceed 3/100-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. This compensatory mitigation requirement may be satisfied through the restoration or enhancement of riparian areas next to streams in accordance with paragraph (e) of this general condition. For losses of stream bed of 3/100-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. If restoring riparian areas involves planting vegetation, only native species should be planted. The width of the

required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWP, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f).)

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). If permittee-responsible mitigation is the proposed option, and the proposed compensatory mitigation site is located on land in which another federal agency holds an easement, the district engineer will coordinate with that federal agency to determine if proposed compensatory mitigation project is compatible with the terms of the easement.

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan needs to address only the baseline conditions at the impact site and the number of credits to be provided (see 33 CFR 332.4(c)(1)(ii)).

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already

meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state or federal, dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. (a) Where the certifying authority (state, authorized tribe, or EPA, as appropriate) has not previously certified compliance of an NWP with CWA section 401, a CWA section 401 water quality certification for the proposed discharge must be obtained or waived (see 33 CFR 330.4(c)). If the permittee cannot comply with all of the conditions of a water quality certification previously issued by certifying authority for the issuance of the NWP, then the permittee must obtain a water quality certification or waiver for the proposed discharge in order for the activity to be authorized by an NWP.

(b) If the NWP activity requires pre-construction notification and the certifying authority has not previously certified compliance of an NWP with CWA section 401, the proposed discharge is not authorized by an NWP until water quality certification is obtained or waived. If the certifying authority issues a water quality certification for the proposed discharge, the permittee must submit a copy of the certification to the district engineer. The discharge is not authorized by an NWP until the district engineer has notified the permittee that the water quality certification requirement has been satisfied by the issuance of a water quality certification or a waiver.

(c) The district engineer or certifying authority may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). If the permittee cannot comply with all of the conditions of a coastal zone management consistency concurrence previously issued by the state, then the permittee must obtain an individual coastal zone management consistency concurrence or presumption of concurrence in order for the activity to be authorized by an NWP. The district engineer or a state may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its CWA section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is authorized, subject to the following restrictions:

(a) If only one of the NWPs used to authorize the single and complete project has a specified acreage limit, the acreage loss of waters of the United States cannot exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

(b) If one or more of the NWPs used to authorize the single and complete project has specified acreage limits, the acreage loss of waters of the United States authorized by those NWPs cannot exceed their respective specified acreage limits. For example, if a commercial development is constructed under NWP 39, and the single and complete project includes the filling of an upland ditch authorized by NWP 46, the maximum acreage loss of waters of the United States for the commercial development under NWP 39 cannot exceed 1/2-acre, and the total acreage loss of waters of United States due to the NWP 39 and 46 activities cannot exceed 1 acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

"When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

(Transferee)

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the activity and mitigation.

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires review by, or permission from, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission and/or review is not authorized by an NWP until the appropriate Corps office issues the section 408 permission or completes its review to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification. (a) *Timing.* Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) *Contents of Pre-Construction Notification:* The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed activity;

(3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

(4) (i) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or

other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures.

(ii) For linear projects where one or more single and complete crossings require pre-construction notification, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters (including those single and complete crossings authorized by an NWP but do not require PCNs). This information will be used by the district engineer to evaluate the cumulative adverse environmental effects of the proposed linear project, and does not change those non-PCN NWP activities into NWP PCNs.

(iii) Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial and intermittent streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45-day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-federal permittees, if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat (or critical habitat proposed for such designation), the PCN must include the name(s) of those endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

(10) For an NWP activity that requires permission from, or review by, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from, or review by, the Corps office having jurisdiction over that USACE project.

(c) *Form of Pre-Construction Notification*: The nationwide permit pre-construction notification form (Form ENG 6082) should be used for NWP PCNs. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) *Agency Coordination*: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iii) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure that the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

C. SEATTLE DISTRICT REGIONAL GENERAL CONDITIONS: The following conditions apply to the 2021 NWPs - Final 41 NWPs for the Seattle District in Washington State, as applicable.

RGC 1, Project Drawings

Drawings must be submitted with pre-construction notification (PCN). Drawings must provide a clear understanding of the proposed project, and how waters of the United States will be affected. Drawings

must be originals and not reduced copies of large-scale plans. Engineering drawings are not required. Existing and proposed site conditions (manmade and landscape features) must be drawn to scale.

RGC 2, Aquatic Resources Requiring Special Protection

A PCN is required for activities resulting in a loss of waters of the United States in wetlands in dunal systems along the Washington coast, mature forested wetlands, bogs and peatlands, aspen-dominated wetlands, alkali wetlands, vernal pools, camas prairie wetlands, estuarine wetlands, and wetlands in coastal lagoons.

RGC 3, New Bank Stabilization in Tidal Waters of Puget Sound

Activities involving new bank stabilization in tidal waters in Water Resource Inventory Areas (WRIAs) 8, 9, 10, 11 and 12 (within the areas identified on Figures 1a through 1e) cannot be authorized by NWP.

RGC 4, Commencement Bay

No permanent losses of wetlands or mudflats within the Commencement Bay Study Area may be authorized by any NWP (see Figure 2).

RGC 5, Bank Stabilization

All projects including new or maintenance bank stabilization activities in waters of the United States where salmonid species are present or could be present, requires PCN to the U.S. Army Corps of Engineers (Corps) (see NWP general condition 32).

For new bank stabilization projects only, the following must be submitted to the Corps:

- a. The cause of the erosion and the distance of any existing structures from the area(s) being stabilized.
- b. The type and length of existing bank stabilization within 300 feet of the proposed project.
- c. A description of current conditions and expected post-project conditions in the waterbody.
- d. A statement describing how the project incorporates elements avoiding and minimizing adverse environmental effects to the aquatic environment and nearshore riparian area, including vegetation impacts in the waterbody.

In addition to a. through d., the results from any relevant geotechnical investigations can be submitted with the PCN if it describes current or expected conditions in the waterbody.

RGC 6, Crossings of Waters of the United States

Any project including installing, replacing, or modifying crossings of waters of the United States, such as culverts or bridges, requires submittal of a PCN to the U.S. Army Corps of Engineers (see NWP general condition 32).

If a culvert is proposed to cross waters of the U.S. where salmonid species are present or could be present, the project must apply the stream simulation design method from the Washington Department of Fish and Wildlife located in the *Water Crossing Design Guidelines* (2013), or a design method which provides passage at all life stages at all flows where the salmonid species would naturally seek passage. If the stream simulation design method is not applied for a culvert where salmonid species are present or could be present, the project proponent must provide a rationale in the PCN sufficient to establish one of the following:

- a. The existence of extraordinary site conditions.
- b. How the proposed design will provide equivalent or better fish passage and fisheries habitat benefits than the stream simulation design method.

Culverts installed under emergency authorization that do not meet the above design criteria will be required to meet the above design criteria to receive an after-the-fact nationwide permit verification.

RGC 7, Stream Loss

A PCN is required for all activities that result in the loss of any linear feet of streams.

RGC 8, Construction Boundaries

Permittees must clearly mark all construction area boundaries within waters of the United States before beginning work on projects that involve grading or placement of fill. Boundary markers and/or construction fencing must be maintained and clearly visible for the duration of construction. Permittees

should avoid and minimize removal of native vegetation (including submerged aquatic vegetation) to the maximum extent possible.

RGC 9, ESA Reporting to NMFS

For any nationwide permit that may affect threatened or endangered species; Incidents where any individuals of fish species, marine mammals and/or sea turtles listed by National Oceanic and Atmospheric Administration Fisheries, National Marine Fisheries Service (NMFS) under the Endangered Species Act appear to be injured or killed as a result of discharges of dredged or fill material into waters of the U.S. or structures or work in navigable waters of the U.S. authorized by this Nationwide Permit verification shall be reported to NMFS, Office of Protected Resources at (301) 713-1401 and the Regulatory Office of the Seattle District of the U.S. Army Corps of Engineers at (206) 764-3495. The finder should leave the animal alone, make note of any circumstances likely causing the death or injury, note the location and number of individuals involved and, if possible, take photographs. Adult animals should not be disturbed unless circumstances arise where they are obviously injured or killed by discharge exposure or some unnatural cause. The finder may be asked to carry out instructions provided by the NMFS to collect specimens or take other measures to ensure that evidence intrinsic to the specimen is preserved.

D. SEATTLE DISTRICT REGIONAL SPECIFIC CONDITIONS FOR THIS NWP:

NWP 27 Specific Regional Conditions:

1. A pre-construction notification (PCN) must be submitted to the district engineer (see NWP general condition 32) for any proposed project located in a Department of the Army permit compensatory mitigation site, Comprehensive Environmental Response, Compensation and Liability Act (Superfund) site, Resource Conservation and Recovery Act hazardous waste clean-up site, Washington State Department of Ecology compensatory mitigation site, or Washington State Model Toxics Control Act clean-up site.
2. For projects subject to PCN, if there is a loss of waters of the U.S. the project proponent must explain in the PCN why the loss is necessary. The project proponent must also demonstrate how despite the loss of waters the overall project would result in a net increase in aquatic/ecological functions .
3. The PCN must contain a description of pre-project site conditions including presence of wetlands (including photographs) and aquatic/ecological functions the site provides within the watershed.
4. For projects that would result in a loss of waters of the U.S., the project proponent must include maintenance and monitoring plans with the PCN.
5. Restoration projects involving shellfish seeding must use shellfish native to the watershed.

E. 401 WATER QUALITY CERTIFICATION: Depending on the geographic region of the work authorized by this verification, the appropriate 401 certifying authority has made the following determinations:

Washington Department of Ecology (Ecology) (Projects in all areas except as described for the other certifying agencies listed below): General and Specific WQC Conditions

A. State General Conditions for all Nationwide Permits

In addition to all of the U.S. Army Corps of Engineers' (Corps) national and Seattle District's regional permit conditions, the following state general Water Quality Certification (WQC) conditions **apply to all NWPs whether granted or granted with conditions** in Washington where Ecology is the certifying authority.

Due to the lack of site specific information on the discharge types, quantities, and specific locations, as well as the condition of receiving waters and the quantity of waters (including wetlands) that may be lost,

Ecology may need to review the project if one of the following state general conditions is triggered.

This case-by-case review may be required, and additional information regarding the project and associated discharges may be needed, to verify that the proposed project would comply with state water quality requirements and if an individual WQC is required or if the project meets this programmatic WQC.

1. **In-water construction activities.** Ecology WQC review is required for projects or activities authorized under NWP's where the project proponent has indicated on the Joint Aquatic Resource Permit Application (JARPA) question 9e that the project or activity will not meet State water quality standards, or has provided information indicating that the project or activity will cause, or may be likely to cause or contribute to an exceedance of a State water quality standard (Chapter 173-201A WAC) or sediment management standard (Chapter 173-204 WAC).

Note: In-water activities include any activity within a jurisdictional wetland and/or waters.

2. **Projects or Activities Discharging to Impaired Waters.** Ecology WQC review is required for projects or activities that will occur in a 303(d) listed segment of a waterbody or upstream of a listed segment and may result in further exceedances of the specific listed parameter to determine if the project meets this programmatic WQC or will require individual WQC.

To determine if your project or activity is in a 303(d) listed segment of a waterbody, visit Ecology's Water Quality Assessment webpage for maps and search tools.

3. **Aquatic resources requiring special protection.** Certain aquatic resources are unique and difficult-to-replace components of the aquatic environment in Washington. Activities that would affect these resources must be avoided to the greatest extent practicable. Compensating for adverse impacts to high value aquatic resources is typically difficult, prohibitively expensive, and may not be possible in some landscape settings.

Ecology WQC review is required for projects or activities in areas identified below to determine if the project meets this programmatic WQC or will require individual WQC.

- a. Activities in or affecting the following aquatic resources:
 - i. Wetlands with special characteristics (as defined in the Washington State Wetland Rating Systems for western and eastern Washington, Ecology Publications #14-06-029 and #14-06-030):
 - Estuarine wetlands.
 - Wetlands of High Conservation Value.
 - Bogs.
 - Old-growth forested wetlands and mature forested wetlands.
 - Wetlands in coastal lagoons.
 - Wetlands in dunal systems along the Washington coast.
 - Vernal pools.
 - Alkali wetlands.
 - ii. Fens, aspen-dominated wetlands, camas prairie wetlands.
 - iii. Category I wetlands.
 - iv. Category II wetlands with a habitat score ≥ 8 points.
- b. Activities in or resulting in a loss of eelgrass (*Zostera marina*) beds.

This state general condition does not apply to the following NWP's:

NWP 20 – Response Operations for Oil and Hazardous Substances

NWP 32 – Completed Enforcement Actions

NWP 48 – Commercial Shellfish Mariculture Activities

4. **Loss of More than 300 Linear Feet of Streambed.** For any project that results in the loss of more than 300 linear feet of streambed Ecology WQC review is required to determine if the project meets this programmatic WQC or will require individual WQC.
5. **Temporary Fills.** For any project or activity with temporary fill in wetlands or other waters for more than six months Ecology WQC review is required to determine if the project meets this programmatic WQC or will require individual WQC.
6. **Mitigation.** Project proponents are required to show that they have followed the mitigation sequence and have first avoided and minimized impacts to aquatic resources wherever practicable. For projects requiring Ecology WQC review or an individual WQC with unavoidable impacts to aquatic resources, a mitigation plan must be provided.
 - a. Wetland mitigation plans submitted for Ecology review and approval shall be based on the most current guidance provided in Wetland Mitigation in Washington State, Parts 1 and 2 (available on Ecology's website) and shall, at a minimum, include the following:
 - i. A description of the measures taken to avoid and minimize impacts to wetlands and other waters of the U.S.
 - ii. The nature of the proposed impacts (i.e., acreage of wetlands and functions lost or degraded).
 - iii. The rationale for the mitigation site that was selected.
 - iv. The goals and objectives of the compensatory mitigation project.
 - v. How the mitigation project will be accomplished, including construction sequencing, best management practices to protect water quality, proposed performance standards for measuring success and the proposed buffer widths.
 - vi. How it will be maintained and monitored to assess progress toward goals and objectives. Monitoring will generally be required for a minimum of five years. For forested and scrub-shrub wetlands, 10 years of monitoring will often be necessary.
 - vii. How the compensatory mitigation site will be legally protected for the long term.

Refer to Wetland Mitigation in Washington State – Part 2: Developing Mitigation Plans (Ecology Publication #06-06-011b) and Selecting Wetland Mitigation Sites Using a Watershed Approach (Ecology Publications #09-06-032 (Western Washington) and #10-06-007 (Eastern Washington)) for guidance on selecting suitable mitigation sites and developing mitigation plans.

Ecology encourages the use of alternative mitigation approaches, including credit/debit methodology, advance mitigation, and other programmatic approaches such as mitigation banks and in-lieu fee programs. If you are interested in proposing use of an alternative mitigation approach, consult with the

appropriate Ecology regional staff person. Information on alternative mitigation approaches is available on Ecology's website.

- b. Mitigation for other aquatic resource impacts will be determined on a case-by-case basis.

7. Stormwater Pollution Prevention. All projects involving land disturbance or impervious surfaces must implement stormwater pollution prevention or control measures to avoid discharge of pollutants in stormwater runoff to waters.

- a. For land disturbances during construction, the applicant must obtain and implement permits (e.g., Construction Stormwater General Permit) where required and follow Ecology's current stormwater manual.
- b. Following construction, prevention or treatment of on-going stormwater runoff from impervious surfaces shall be provided.

Ecology's Stormwater Management and Design Manuals and stormwater permit information are available on Ecology's website.

8. Application. For projects or activities that will require Ecology WQC review, or an individual WQC, project proponents must provide Ecology with a JARPA or the equivalent information, along with the documentation provided to the Corps, as described in national general condition 32, Pre-Construction Notification (PCN), including, where applicable:

- a. A description of the project, including site plans, project purpose, direct and indirect adverse environmental effects the project discharge(s) would cause, best management practices (BMPs), and proposed means to monitor the discharge(s).
- b. List of all federal, state or local agency authorizations required to be used for any part of the proposed project or any related activity.
- c. Drawings indicating the OHWM, delineation of special aquatic sites, and other waters of the state. Wetland delineations must be prepared in accordance with the current method required by the Corps and shall include Ecology's Wetland Rating form. Wetland Rating forms are subject to review and verification by Ecology staff.

Guidance for determining the OHWM is available on Ecology's website.

- d. A statement describing how the mitigation requirement will be satisfied. A conceptual or detailed mitigation or restoration plan may be submitted. See state general condition 5.
- e. Other applicable requirements of Corps NWP general condition 32, Corps regional conditions, or notification conditions of the applicable NWP.

Ecology **grants with conditions Water Quality Certification (WQC)** for this NWP provided that Ecology individual WQC review is not required per the state general conditions (see above) and the following conditions:

Ecology Section 401 Water Quality Certification – Granted with conditions.

- 1. Ecology WQC review is required if the project or activity is in a known contaminated or cleanup site to determine if an individual WQC is required or the project meets the programmatic WQC for this NWP.

2. Ecology individual WQC is required for projects or activities authorized under this NWP if:
 - a. The project or activity directly impacts ½ acre or more of tidal waters; or
 - b. The project or activity affects ½ acre or more of wetlands; or
 - c. The project or activity is a mitigation bank or an advance mitigation site.

**Environmental Protection Agency (EPA) (on Tribal Lands where Tribes Do Not Have Treatment in a Similar Manner as a State and Lands with Exclusive Federal Jurisdiction in Washington):
Federally recognized tribes located within the state of Washington**

EPA Region 10 cannot certify that the range of discharges from potential projects authorized under this NWP will comply with water quality requirements, as defined in 40 CFR 121.1(n). Therefore, CWA Section 401 water quality certification is denied for this NWP and applicants must request an individual water quality certification, consistent with 40 CFR 121.5.

Lands of Exclusive Federal Jurisdiction

EPA Region 10 cannot certify that the range of discharges from potential projects authorized under this NWP will comply with water quality requirements, as defined in 40 CFR 121.1(n). Therefore, CWA Section 401 water quality certification is denied for this NWP and applicants must request an individual water quality certification, consistent with 40 CFR 121.5.

Specific Tribes with Certifying Authority (Projects in Specific Tribal Areas):

WQC was issued by the Swinomish Indian Tribal Community. WQC was waived by the Confederated Tribes of the Chehalis Reservation and Colville Indian Reservation, Kalispel Tribe of Indians, Port Gamble S'Klallam Tribe, Quinault Indian Nation, and the Spokane Tribe of Indians. WQC was denied by the Lummi Nation, Makah Tribe, Puyallup Tribe of Indians, and the Tulalip Tribes; therefore, individual WQC is required from these tribes.

F. COASTAL ZONE MANAGEMENT ACT (CZMA) CONSISTENCY RESPONSE FOR THIS NWP:

Ecology's determination is that they concur with conditions that this NWP is consistent with CZMA.

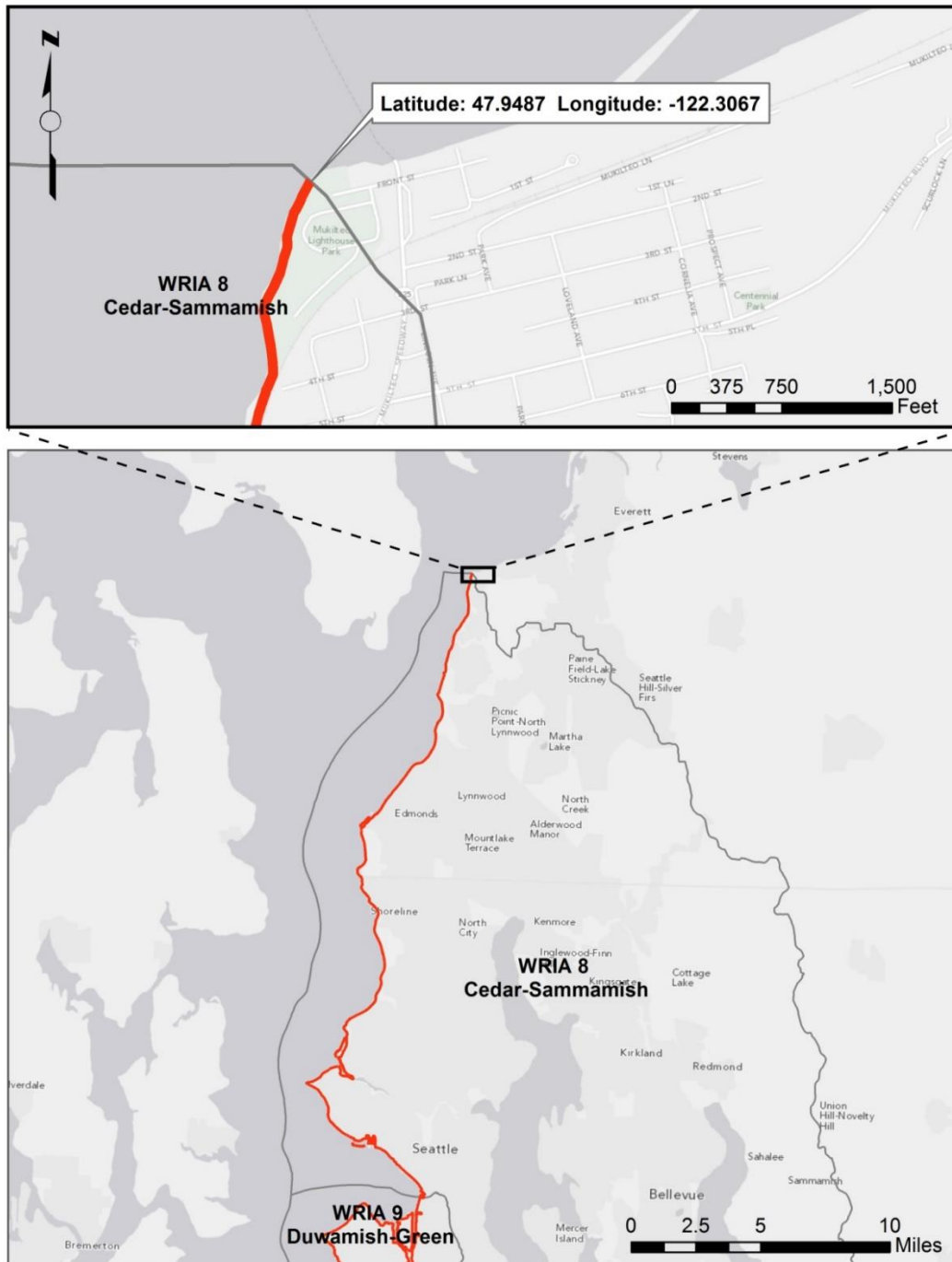
CZM Federal Consistency Response – Concur with Conditions.

1. A CZM Federal Consistency Decision is required for projects or activities under this NWP if a State 401 Water Quality Certification is required.

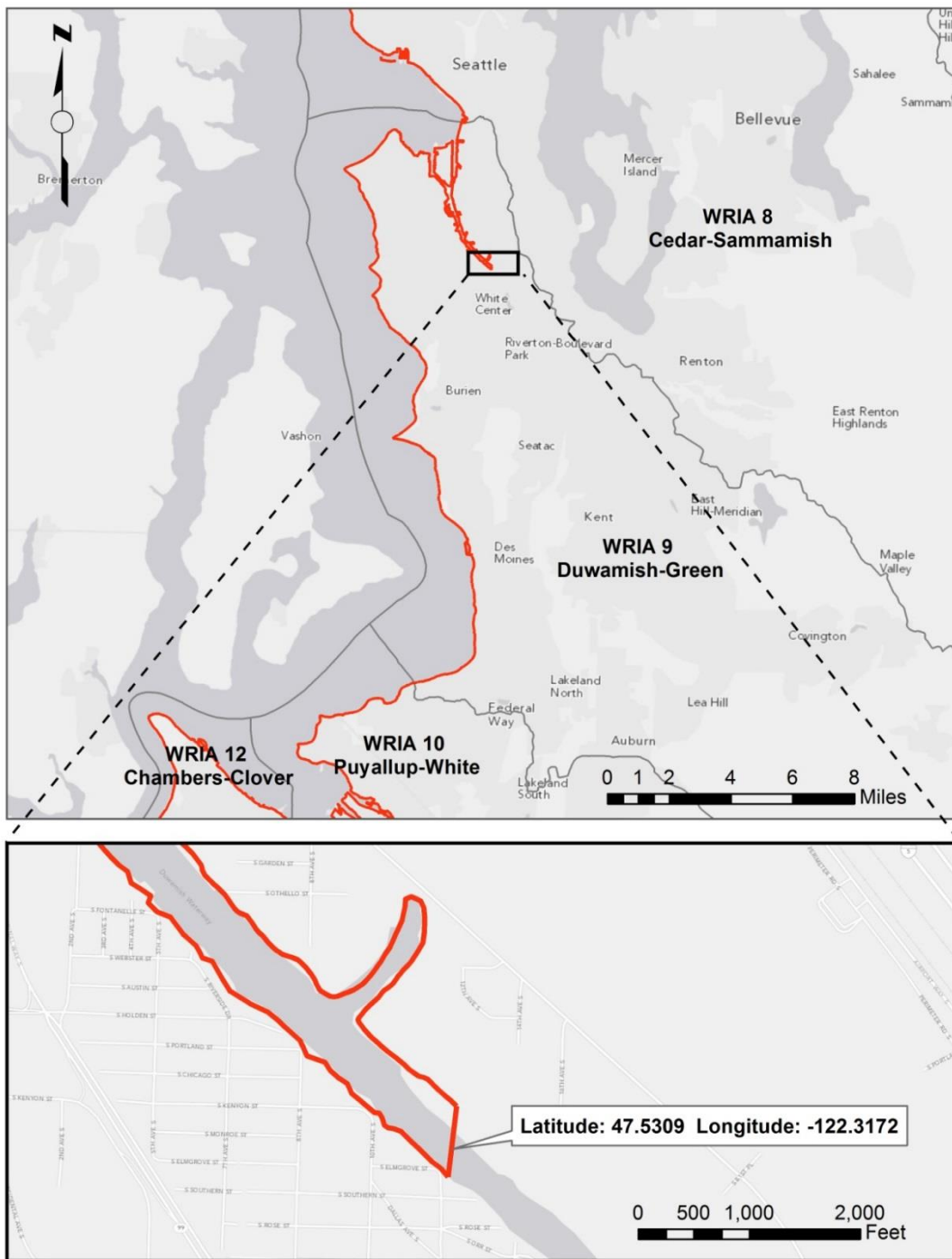
Seattle District Regional General Conditions - Figures

Figure 1: RGC 3 - WRIAs 8, 9, 10, 11, and 12

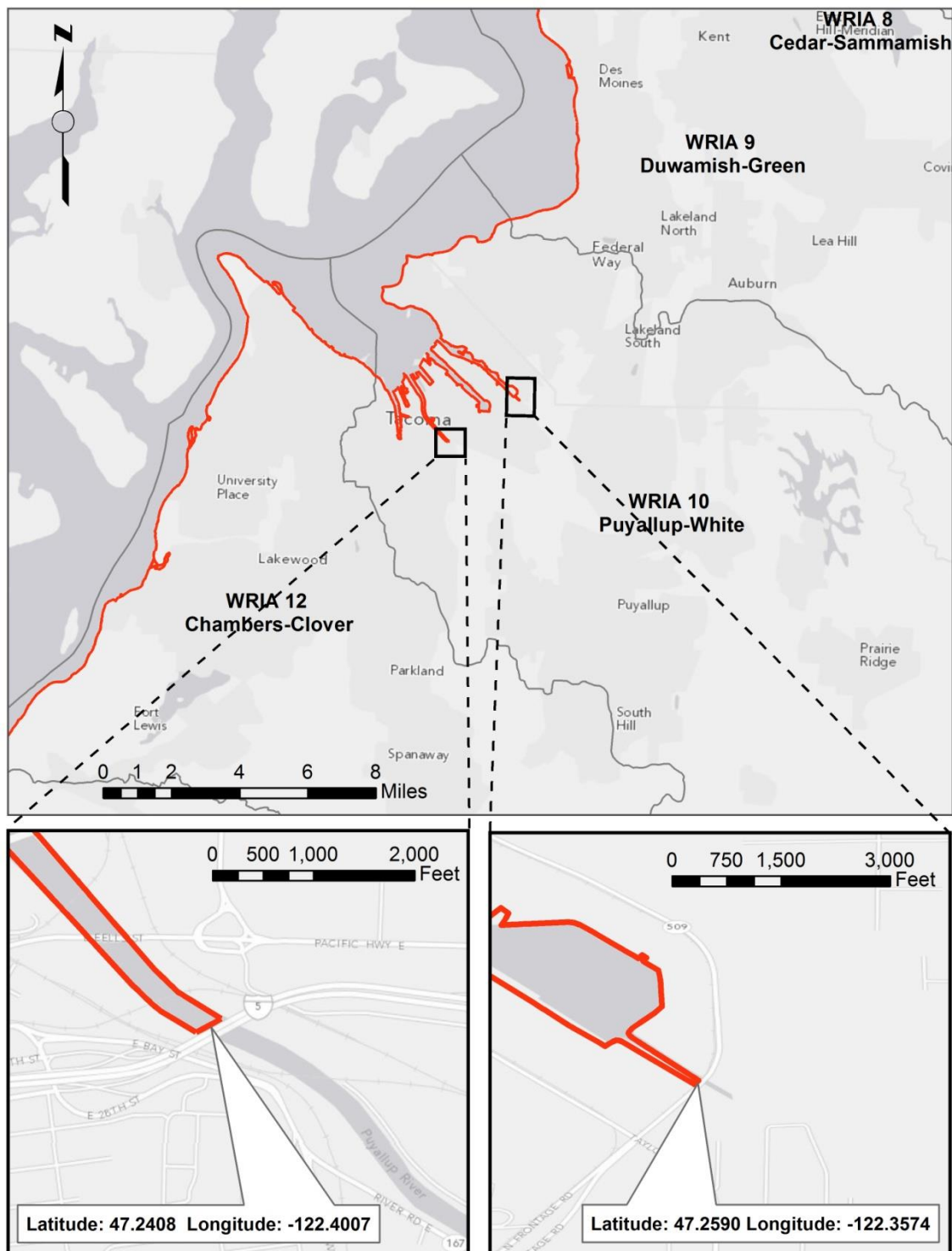
a. WRIA 8



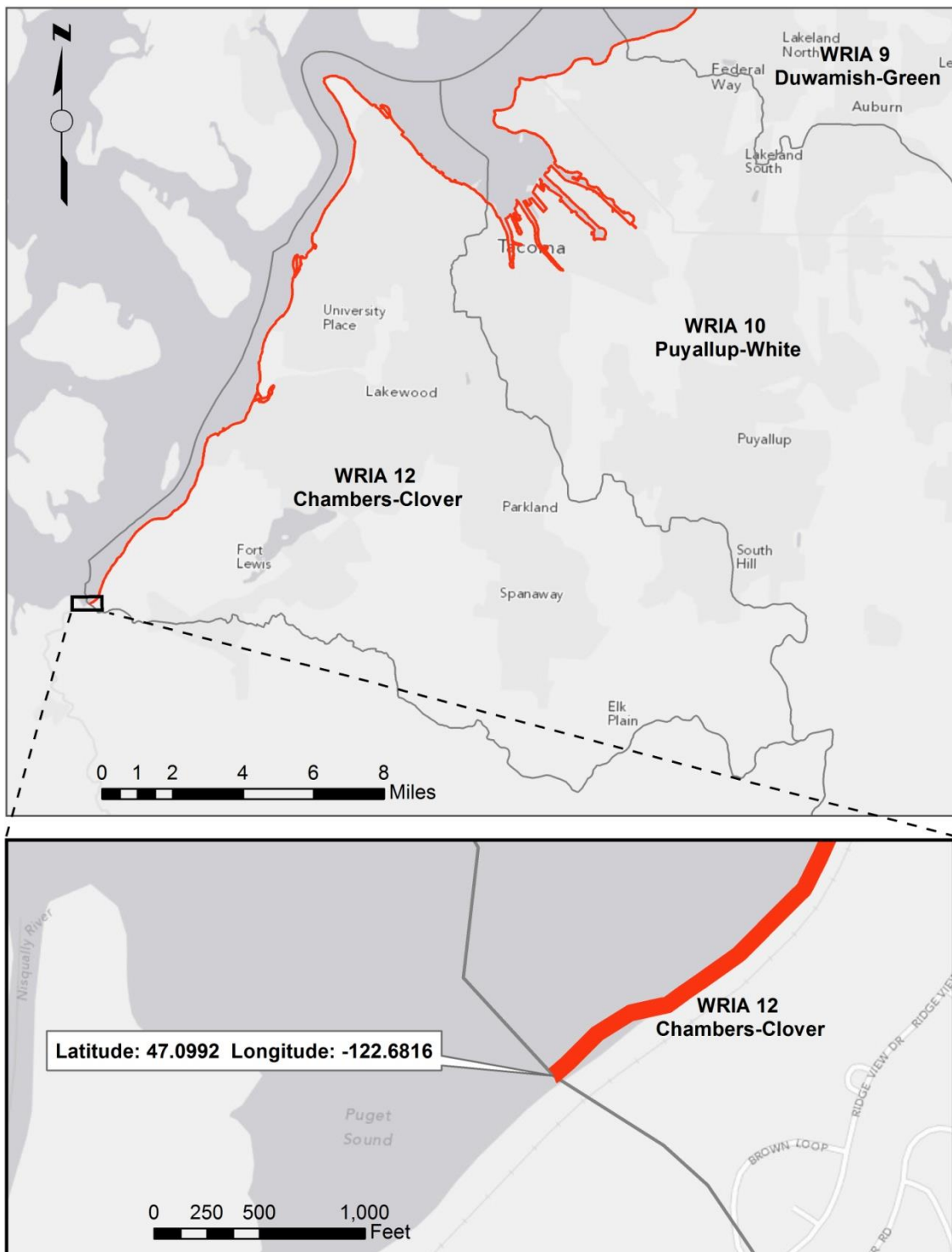
b. WRIA 9



c. WRIA 10



d. WRIA 12



e. WRIA 11

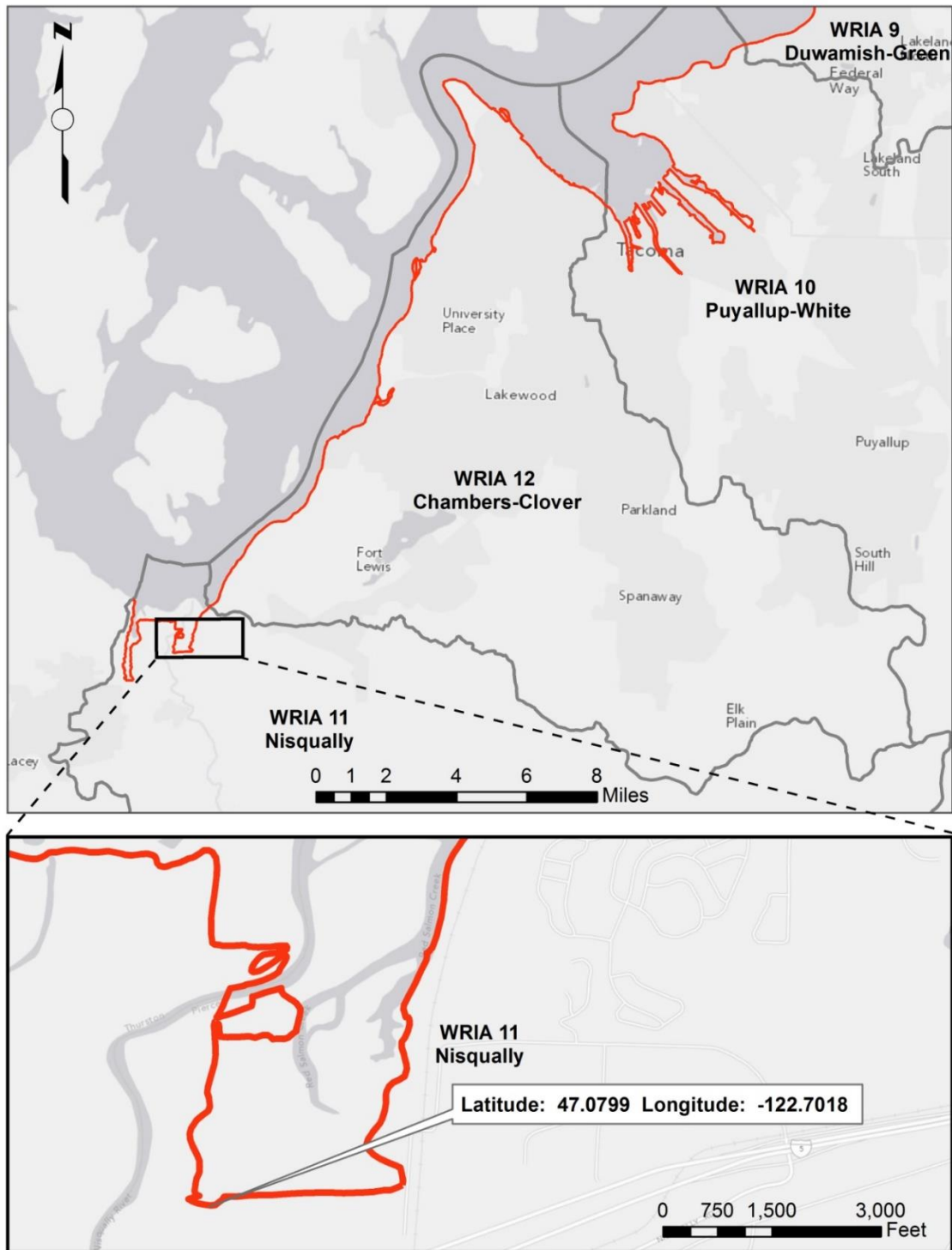
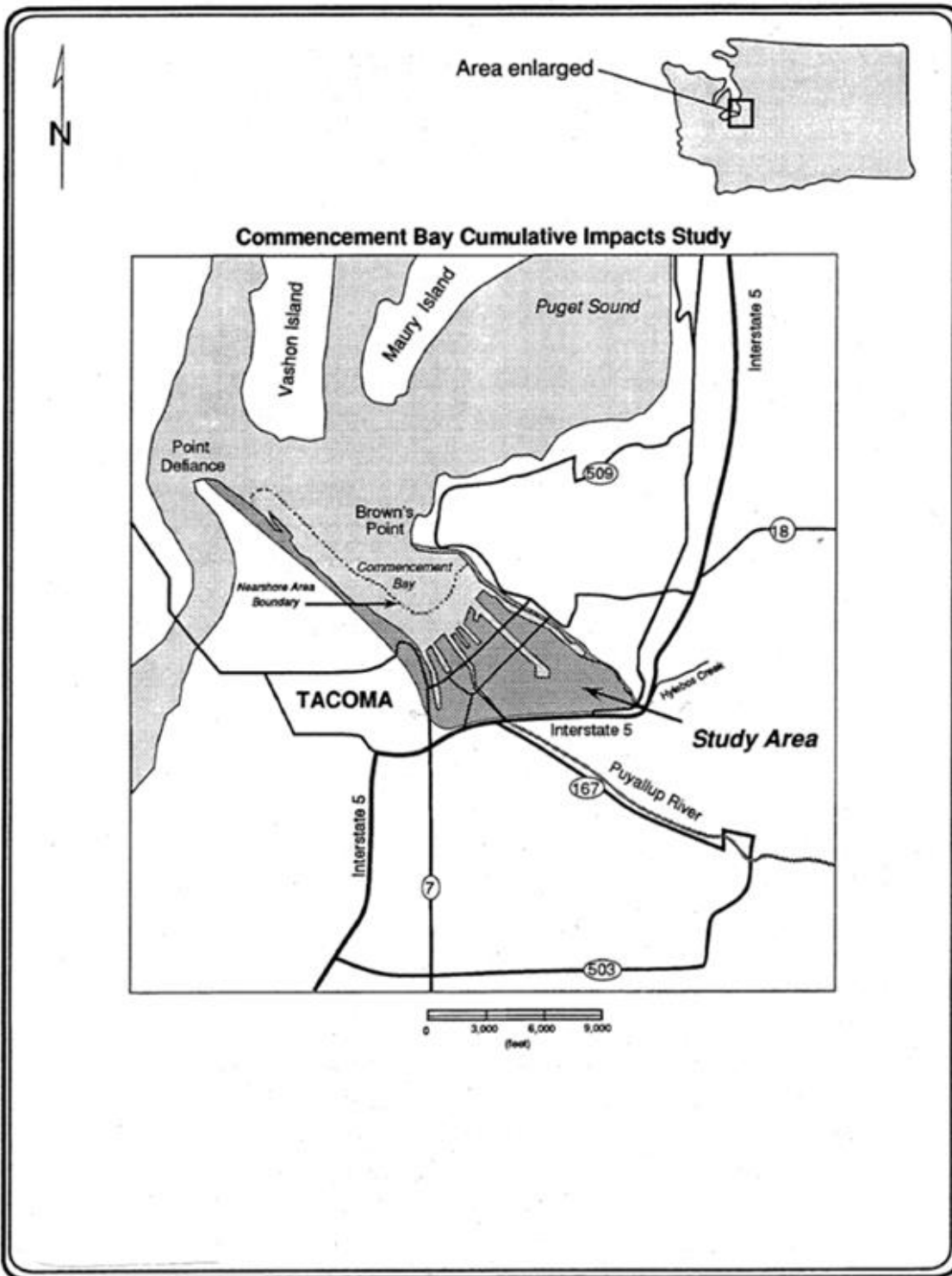


Figure 2. RGC 4 - Commencement Bay Study Area





US Army Corps
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Seattle District

Clean Water Act And Rivers and Harbors Act Extracts and Definitions

EXTRACTS from the Clean Water Act:

1. SECTION 301 (33 U.S.C. 1311)

The discharge of any pollutant by any person shall be unlawful except as in compliance with various sections of the Clean Water Act, including Section 404.

2. SECTION 309 (33 U.S.C. 1319)

This section provides that any person who negligently violates the provisions of the Clean Water Act may be punished by a criminal penalty of not less than \$2,500 nor more than \$25,000 per day of violation, or by imprisonment for not more than one year, or by both. Any person who knowingly violates this Act may be punished by a criminal penalty of not less than \$5,000 nor more than \$50,000 per day of violation, or by imprisonment for not more than 3 years, or by both. This section also provides that any person who violates the provision of this Act may be subject to a civil penalty up to \$53,484 per day for each violation.

3. SECTION 404 (33 U.S.C. 1344)

(a) The Secretary of the Army, acting through the Chief of Engineers, may issue permits, after notice and opportunity for public hearings, for the discharge of dredged or fill material into the navigable waters at specified disposal sites.

(b) Subject to subsection (c) of this section, each such disposal site shall be specified for each such permit by the Secretary of the Army (1) through the application of guidelines developed by the Administrator of the Environmental Protection Agency (Administrator), in conjunction with the Secretary of the Army, which guidelines shall be based upon criteria comparable to the criteria applicable to the territorial seas, the contiguous zone, and the ocean under section 403(c), and (2) in any case where such guidelines under clause (1) alone would prohibit the specification of a site, through the application additionally of the economic impacts of the site on navigation and anchorage.

(c) The Administrator is authorized to prohibit the specification (including the withdrawal of specification) of any defined area as a disposal site, and he is authorized to deny or restrict the use of any defined area for specification (including the withdrawal of specification) as a disposal site, whenever he determines, after notice and opportunity for public hearings, that the discharge of such materials into such area will have an unacceptable adverse effect on municipal water supplies, shellfish beds and fishery areas (including spawning and breeding areas), wildlife, or recreational areas. Before making such determination, the Administrator shall consult with the Secretary of the Army. The Administrator shall set forth in writing and make public his findings and his reasons for making any determination under this subsection.

EXTRACTS from the Rivers and Harbors Act of March 3, 1899:

1. SECTION 10

The creation of any obstruction not affirmatively authorized by Congress, to the navigable capacity of any of the waters of the United States is hereby prohibited; and it shall not be lawful to build or commence the building of any wharf, pier, dolphin, boom, weir, breakwater, bulkhead, jetty, or other structures in any port, roadstead, haven, harbor, canal, navigable river, or other water of the United States, outside established harbor lines, or where no harbor lines have been established, except on plans recommended by the Chief of Engineers and authorized by the Secretary of the Army; and it shall not be lawful to excavate or fill, or in any manner to alter or modify the course, location, condition, or capacity of, any port roadstead, haven, harbor, canal, lake, harbor of refuge, or enclosure within the limits of any breakwater, or of the channel of any navigable water of the United States, unless the work has been recommended by the Chief of Engineers and authorized by the Secretary of the Army prior to beginning the same. (30 Stat. 1151; 33 U.S.C. 403)

2. SECTION 12

This section states that every person and every corporation that shall violate any of the provisions of Sections 9, 10, and 11 of this Act, or any rule or regulations made by the Secretary of the Army in pursuance of the provisions of Section 11, shall be deemed guilty of a misdemeanor, and on conviction thereof shall be punished by a fine not exceeding \$2,500 nor less than \$500, or by imprisonment (in the case of a natural person) not exceeding one year, or by both such punishments, in the discretion of the court. And further, the removal of any structures or parts of structures erected in violation of the provisions of the said sections may be enforced by the injunction of any district court exercising jurisdiction in any district in which such structures may exist, and proper proceedings to this end may be instituted under the direction of the Attorney General of the United States. (30 Stat. 1151; 33 U.S.C. 406)

The Alternative Fine Statute (18 U.S.C. 3571) increased the amount of fines the government may impose for criminal violations of Section 10. An individual who has been found guilty of a Class A misdemeanor that does not result in death may be fined up to \$100,000 (18 U.S.C. 3571(b)(5)), and an organization that has been found guilty of a Class A misdemeanor that does not result in death may be fined up to \$200,000 (18 U.S.C. 3571(c)(5)).

DEFINITIONS from the U.S. Army Corps of Engineers Regulatory Program:

The term “**wetlands**” means those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. (33 C.F.R. 328.3)

The term “**adjacent**” means bordering, contiguous, or neighboring. Wetlands separated from other waters of the United States by manmade dikes or barriers, natural river berms, beach dunes, and the like are “adjacent wetlands.” (33 C.F.R. 328.3)

The term “**ordinary high water mark**” means that line on the shore established by the fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding area. (33 C.F.R. 328.3)

The term “**high tide line**” means the line of intersection of the land with the water’s surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence of actual data, by a line of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm. (33 C.F.R. 328.3)

The term “**mean high water**” in coastal areas means the average high water of the tides. Where precise determination of the actual location of the line becomes necessary, it must be established by survey with reference to the available tidal datum, preferably averaged over a period of 18.6 years. Less precise methods, such as observation of the “apparent shoreline” which is determined by reference to physical markings, lines of vegetation, or changes in type of vegetation, may be used only where an estimate is needed of the line reached by the mean high water. (33 C.F.R. 329.12)

The term “**navigable waters of the United States**” means those waters that are subject to the ebb and flow of the tide and/or are presently used, or have been used in the past, or may be susceptible for use to transport interstate or foreign commerce. (33 C.F.R. 329.4)

The term “**discharge of dredged material**” means any addition of dredged material into, including redeposit or dredged material other than incidental fallback within, the waters of the United States. The term includes, runoff from a contained land or water disposal area, and any addition, including redeposit, of dredged or excavated material. The term dredged material means material that is excavated or dredged from waters of the United States. (33 C.F.R. 323.2)

The term “**discharge of fill material**” means the addition of fill material into waters of the United States. The term generally includes placement of fill necessary for the construction of any structure or infrastructure requiring rock, sand, dirt, or other materials for its construction. Fill material is material placed in waters of the United States where the material has the effect of replacing any portion of the waters with dry land or changing the bottom elevation of any portion of the waters. (33 C.F.R. 323.2)

The term “**structure**” means, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other obstacle or obstruction. (33 C.F.R. 322.2)

The term “**work**” means, without limitation, any dredging or disposal of dredged material, excavation, filling, or other modification of a navigable water of the United States. (33 C.F.R. 322.2)

**WA DEPARTMENT OF FISH & WILDLIFE HYDRAULIC PROJECT APROVAL
(ISSUANCE PENDING)**