PROJECT MANUAL

Contract Documents & Special Provisions

FOR

Bethel Ave, Bethel Rd, Lincoln Ave SE, Mitchell Rd SE

City Project No.
PW 2024-003

TIB Project No.
8-2-153(003)-1

Bid Opening:
March 21st, 2024
City Clerk's Office, City Hall
216 Prospect Street
Port Orchard, WA 98366

Contact Person:
K. Chris Hammer, P.E.
Public Works and Utilities Engineering Division
215 Prospect Street
Port Orchard WA, 98366
Tel: (360) 876-4991
khammer@portorcahrdwa.gov

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CERTIFICATE OF ENGINEER

The technical material and data contained in these Specifications for the **Bethel Ave, Bethel Rd SE, Lincoln Ave SE, Mitchell Rd SE Project** were prepared under the supervision and direction of the undersigned, whose seal, as a professional engineer licensed to practice as such, is affixed below.

2/21/2024

Prepared by: Ian Lee, PE
Project Manager

Recommended by: K. Chris Hammer, PE, PMP, City Engineer, Transportation

City of Port Orchard

Public Works and Facilities Engineering Division

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ADVERTISEMENT FOR BIDS
CITY OF PORT ORCHARD
MITCHELL INTERSECTION IMPROVEMENT PROJECT
PUBLIC WORKS PROJECT NO. PW 2024-003

Notice is hereby given that sealed bids will be received at the office of the City Clerk for the City of Port Orchard, 216 Prospect Street, Port Orchard, WA 98366 until **10AM** on **March 21st, 2024**, for construction of the **Bethel Ave, Bethel Rd SE, Lincoln Ave SE, Mitchell Rd SE**, Public Works Project No. PW2024-003. No proposals will be accepted after the above-stated time. Immediately following the above-stated time, the proposals will be publicly opened and read.

The project consists of work to be performed within 70 working days from notice to proceed, and consists of furnishing all materials, equipment, tools, labor, and other work or items incidental theretofore and as generally described as follows:

These Contract Documents describe the Work in its entirety. The Work includes, but is not limited to, improvement of Lincoln Ave SE and Mitchell Rd SE through the construction of a roundabout at the intersection of Lincoln Ave SE and Mitchell Rd SE and will include partial reconstruction of roadways approaching the intersection. Roadway and sidewalk improvements are also included on Lincoln Ave SE and Mitchell Rd SE. The Work will also include ADA ramps, Driveway grading, storm drainage improvements, street lighting, modular block walls, signing, striping and other work. All work shall be performed in accordance with the Contract Plans, these Contract Provisions, and the WSDOT Standard Specifications.

The Engineer's construction estimate for this project is $950K to $1.2M.

Access to bidding information (plans, specifications, addenda, and Bidders List) is available through City of Port Orchard's on-line plan room www.portorchardwa.gov/bids-and-proposals.

Free-of-charge access is provided to Prime Bidders, Subcontractors, and Vendors by going to www.bxwa.com and clicking on "Posted Projects," "Public Works," and "City of Port Orchard." This on-line 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 email 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.

If you do not have access to the Web, you may make arrangements to pick up a plan set at the Port Orchard City Hall, City Clerk's Office, 216 Prospect Street, Port Orchard, WA 98366, 360-876-4407, for a NON-REFUNDABLE fee of $176.00 for Plans and $35.00 for Front End Contracts / Specifications.

If you wish the bid documents to be mailed to you, add $45.00 to cover postage. Informational copies of any available maps, plans, specifications, and subsurface information are on file for inspection in the office of the Port Orchard Project Engineer, 216 Prospect Street, Port Orchard, WA 98366.

All bid proposals shall be accompanied by a bid security (bid deposit) in the form of a cash deposit, certified or cashier's check, postal money order, or surety bond made payable to the City of Port Orchard, for a sum not less than five percent (%) of the amount of such bid, including sales tax. Should the successful bidder fail to enter into such contract and furnish satisfactory payment and performance bonds within the time stated in the Specifications, the bid security (bid deposit/bond) shall be forfeited to the City of Port Orchard.

The award of the Contract will go to the qualified bidder submitting the lowest responsible and responsive bid. The City reserves the right to reject any and all bids or waive any informality or irregularity in the bidding and make the award as deemed to be in the best interest of the City and the public.

The City of Port Orchard in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

The City is an equal opportunity and affirmative action employer. Small and Minority-owned businesses, women-owned businesses, and labor surplus area firms are encouraged to submit bids.

Notice is given to all potential bidders that any bid responses may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose bid responses upon a request. Bidders are advised to mark any records believed to be trade secrets or confidential in nature as "confidential." If records marked as "confidential" are found to be responsive to the request for records, the City may elect to give notice to the bidder of the request so as to allow the bidder to seek a protective order from a Court. Please be advised, however, that any records deemed responsive to a public records request may be released at the sole discretion of, and without notice by, the City.

Published: Kitsap Sun – **February 23rd, 2024** and **March 1st, 2024**

Daily Journal of Commerce – **February 23rd, 2024** and **March 1st, 2024**

NOTICE TO PROSPECTIVE BIDDERS
Bethel Ave, Bethel Rd SE, Lincoln Ave SE, Mitchell Rd SE

In accordance with Section 1-02.4(1) of the Standard Specifications, it is the City of Port Orchard's policy that questions concerning the project during the bidding process be submitted in written form. Please submit any questions that are pertinent to bidding the contract, and that are not answered by information contained in the Contract Documents, to the City of Port Orchard Engineering Department via email at bidsandproposals@portorchardwa.gov, Attention: K. Chris Hammer, PE, PMP.

All emails must be received at least 3 business days prior to the bid opening for a response. All prospective bidder questions and the City's response will be sent via email, if possible, to all prospective bidders who have purchased plans approximately 2 days prior to the bid opening.

If you believe the Contract Documents contain an error or error(s), please provide us with that information via email. An addendum will be issued to all prospective bidders if a correction is needed. Addendums will be posted on the City's Website www.portorchardwa.gov/bids-and-proposals and Builders Exchange www.bxwa.com

I have the following question(s)/comment(s):

_____

_____

_____

_____

I believe the Contract Document(s) has (have) the following error(s):

_____

_____

_____

_____

Please respond to:

Name: _____

Representing: _____

Address: _____

_____

Email address: _____

Fax Number: _____

INFORMATION AND CHECKLIST FOR BIDDERS

The following supplements the information in the Advertisement for Bids:

1. Pre-Bid Conference

March 5th , 2024 at 2:00 PM and March 6th , 2024 at 10:00 AM

2. Examination of Plans, Specifications, and Site

Before submitting his/her bid, the Contractor shall carefully examine each component of the Bid Documents and any other available supporting data so as to be thoroughly familiar with all the requirements.

The Bidder shall make an alert, heads-up, eyes-open reasonable examination of the project site and conditions under which the Work is to be performed, including but not limited to: current site topography, soil and moisture conditions; underground obstructions; the obstacles and character of materials which may be encountered; traffic conditions; public and private utilities; the availability and cost of labor; and available facilities for transportation, handling and storage of materials and equipment.

3. Property Issues

All bidders shall base their bids upon full restoration of all property within the right-of-way and easements, and wherever Bidder will have right-of-entry. The easements and right of entry documents that have been acquired are available for inspection and review. The Bidder is advised to review the conditions of the permits, easements, and rights-of-entry, as s/he shall be required to comply with all conditions at no additional cost to the Owner. All other permits, licenses, etc., shall be the responsibility of the Bidder. The Bidder shall comply with the requirements of each.

4. Interpretation of Bid Documents

The Bidder shall promptly notify Owner of any discovered conflicts, ambiguities, or discrepancies in or between, or omissions from the Bid Documents. Questions or comments about these Bid Documents should be directed to the attention of: K. Chris Hammer, PE, PMP, Public Works Director/City Engineer, and sent via email to publicworks@cityofportorchard.us or mail/drop off to 216 Prospect Street, Port Orchard, WA 98366. Questions received less than 3 days prior to the date of bid opening may not be answered. Any interpretation or correction of the Bid Documents will be made only by addendum, and a copy of such addendum will be distributed through plan holders lists at Builders Exchange www.bxwa.com , the City's Website www.portorchardwa.gov/bids-and-proposals and the City Clerk's Plan holders list The Owner will not be responsible for any other

explanations or interpretations of the Bid Documents. No oral interpretations of any provision in the Bid Documents will be made to any Bidder.

5. Bidding Checklist

All bids shall be submitted on the exact forms provided in these Bid Documents, and listed below. Failure to submit any of these forms may be grounds for rejection of the bid. Sealed bids for this proposal shall be submitted as specified in the Advertisement for Bids. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the Bidder, and the name and number of the project for which the bid is submitted. All bids will remain subject to acceptance for sixty (60) calendar days after the day of the bid opening.

A. **Proposal** – Bidders must bid on all items contained in the Proposal. If any unit price is left blank, it will be considered no charge for that bid item, regardless of what has been placed in the extension column.

B. **Bid Security** – Bid Bond is to be executed by the Bidder and the surety company unless bid is accompanied by a cash deposit, cashier's or certified check, or postal money order. The amount of this bond shall be not less than five percent (5%) of the total bid, including sales tax, if applicable, and may be shown in dollars. Surety must be authorized to do business in the State of Washington, and must be on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.

   i. The bond form included in these Contract Provisions MUST be used; no substitute will be accepted. If an attorney-in-fact signs the bond, a certified and effectively dated copy of their Power of Attorney must accompany the bond.

   ii. The bid bond/deposit of the successful Bidder will be returned provided s/he executes the Contract, furnishes satisfactory performance bond covering the full amount of work, provides evidence of insurance coverage, and other documents required by the contract documents within 14 calendar days after Notice of Award. Should s/he fail or refuse to do so, the Bid Deposit or Bond shall be forfeited to the City of Port Orchard as liquidated damages for such failure.

   iii. The Owner reserves the right to retain the security of the three lowest bidders until the successful Bidder has executed the Contract and furnished the performance bond.

C. **Non-Collusion Declaration** – DOT Form 272-036H EF included in these Contract Provisions must be returned with the bid proposal.

D. **Bidder's Qualification Form** – Regarding forms D and E, the Owner reserves the right to check all statements and to judge the adequacy of the Bidders qualifications.

E. **Certification of Compliance with Wage Payment Statutes –** Must be filled in and signed.

F. **Supplemental Criteria Information Form** - Must be filled in and signed.

G. - **Subcontractors List** – Must be completed.

6. Contract Checklist

The following forms are to be executed by the successful Bidder after the Contract is awarded. The Contract and Performance and Payment Bond are included in these Bid Documents and should be carefully examined by the Bidder.

A. **Contract** – One copy to be executed by the successful Bidder. Bid and Contract Documents must be executed by the Contractor's President or Vice-President if a corporation, or by a partner if a partnership. In the event another person has been duly authorized to execute contracts, a copy of the resolution or other minutes establishing this authority must be attached to the Proposal and Contract documents.

B. **Performance/Payment Bond and Warranty Bond** – One copy of each type of bond to be executed by the successful Bidder and his surety company. These bonds cover successful completion of all work and payment of all laborers, subcontractors, suppliers, etc. and provide a warranty for the contract work. The bond forms included in these Bid Documents MUST be used; no substitutes will be accepted. If an Attorney-in-fact signs the bond(s), a certified and effectively dated copy of their Power of Attorney must accompany the bond(s).

C. **Certificates of Insurance and endorsements** – To be executed by an insurance company acceptable to the Owner, on ACCORD Forms. Required coverages are listed in Section 1-07.18 of the Standard Specifications, as may be modified by the Special Provisions. The Owner shall be named as "Additional Insured" on the insurance policies.

D. **Selection of Retainage Option** – Pursuant to RCW 60.28.010, 5% retainage will be retained until fulfillment of state and local compliance is documented. The retainage form should be completed by the successful bidder

E. **Prevailing Wage Requirements** – The Contractor is required to pay, at a minimum, the applicable prevailing wage rates to those employees performing services under the Contract. The applicable wage rates are set forth in the State of Washington Department of Labor and Industries Prevailing Wage Rate Schedule, RCW 39.12.020.

The project site is located in **Kitsap County**.

The prevailing wage schedule in effect for the work under the Contract will be the one in effect upon the prime contractor's bid due date with these exceptions:

- If the project is not awarded within six (6) months of the bid due date, the award date (the date the contract is executed) is the effective date.

- If the project is not awarded pursuant to bids, the award date (the date the contract is executed) is the effective date.
- Janitorial contracts follow WAC 296-127-023.

For Project Number PW2024-003 the prime contractor bid due date is **March 21st, 2024**.

Except for janitorial contracts, the rates in effect on the bid due date shall apply for the duration of the contract (unless otherwise noted in the solicitation).

It is the responsibility of the Contractor to ensure the appropriate labor classification(s) are identified and that the applicable wage and benefit rates are taken into consideration when preparing their proposal according to these specifications.

The selected Contractor must submit to the Department of Labor and Industries, a "Statement of Intent to Pay Prevailing Wages" www.lni.wa.gov/licensing-permits/public-works-projects/contractors-employers/#required-documents-for-doing-the-work. A copy of the certified Intent Statement must be submitted to the City prior to payment of the first invoice. The Contractor will pay promptly, when due, all wages accruing to its employees.

All invoice or payment applications are required to bear the following signed statement: "I certify that wages paid under this contract are equal to or greater than the applicable wage rates set forth in the Washington State Prevailing Wage Rates for Public Works Contracts issued by the State of Washington Department of Labor and Industries."

The selected Contractor must submit to the Department of Labor and Industries an "Affidavit of Wages Paid" and a copy of an approved Affidavit must be submitted at the end of the contract to the City before the last payment or any retained funds will be released. www.lni.wa.gov/licensing-permits/public-works-projects/contractors-employers/#when-the-work-is-done

The cost of filing a Statement of Intent to Pay Prevailing Wages and Affidavit of Wages Paid with the Department of Labor and Industries shall be at no additional cost to the City.

The Director of the Department of Labor and Industries shall arbitrate all disputes of the prevailing wage rate, RCW 39.12.060 and WAC 296-127-060.

Look up the prevailing rates of pay, benefit, and overtime codes from this link: https://lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/. A copy of the prevailing wage rates is available for viewing at the City of Port Orchard Department of Public Works. A hard copy will be mailed upon request.

For prevailing wage questions, contact the Department of Labor & Industries at PW1@Lni.wa.gov or 360-902-5335.

7. Contractor Disqualification

A bidder will be deemed not responsible, and the proposal rejected if the bidder does not meet the following responsibility criteria set forth in RCW 39.04.350, which provides, in part, as follows:

(1) Before award of a public works contract, a bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project. The bidder must:

(a) At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;

(b) Have a current state unified business identifier number;

(c) If applicable, have industrial insurance coverage for the bidder's employees working in Washington as required in Title 51 RCW; an employment security department number as required in Title 50 RCW; and a state excise tax registration number as required in Title 82 RCW;

(d) Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3);

(e) If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation;

(f) Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW. The bidder must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. The department, in consultation with the prevailing wage advisory committee, must determine the length of the training. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection. The department of labor and industries must keep records of entities that have satisfied the training requirement or are exempt and make the records available on its web site. Responsible

parties may rely on the records made available by the department regarding satisfaction of the training requirement or exemption.

(g) Within the three-year period immediately preceding the date of the bid solicitation, not have been 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 to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.

The Bidder shall submit a signed statement to the City in accordance with Chapter 5.50 RCW verifying under penalty of perjury that (1) the bidder is in compliance with the responsible bidder criteria in subsection (1)(g) above; and (2) that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency in accordance with Executive Orders 12549 and 12689, 24 C.F.R. Pt. 24.

2) A bidder may be deemed not responsible and the proposal rejected if:

   a. More than one proposal is submitted for the same project from a bidder under the same or different names;

   b. Evidence of collusion exists with any other bidder or potential bidder. Participants in collusion will be restricted from submitting further bids;

   c. The bidder, in the opinion of the Contracting Agency, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the bidder;

   d. An unsatisfactory performance record exists based on past or current Contracting Agency work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; progress; affirmative action; equal employment opportunity practices; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women's Business Enterprise utilization;

   e. There is uncompleted work (Contracting Agency or otherwise) which might hinder or prevent the prompt completion of the work bid upon;

   f. The bidder failed to settle bills for labor or materials on past or current contracts;

   g. The bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract;

   h. The bidder is unable, financially or otherwise, to perform the work; or

   i. There are any other reasons deemed proper by the Contracting Agency.

PROPOSAL

CITY OF PORT ORCHARD
Bethel Ave, Bethel Rd SE, Lincoln Ave SE, Mitchell Rd SE
PUBLIC WORKS CONTRACT NO. PW2024-003

To: Mayor and City Council
City of Port Orchard, Washington

Contractor: _____
State License No.: _____

Date: _____
Month/Day/Year

Bidder's Declaration and Understanding

The Bidder declares that s/he has carefully examined the Contract Documents for the construction of the project, that s/he has personally inspected the site, that s/he has satisfied her/himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal. The Bidder further declares that s/he has exercised her/his own judgment regarding the interpretation, of subsurface information and has utilized all data, which s/he believes pertinent from City and other sources and has made such independent investigations as the Bidder deems necessary in arriving at her/his conclusions.

Bidder understands that any bid response documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose bid responses upon a request. Bidder acknowledges that s/he has been advised to mark any records believed to be trade secrets or confidential in nature as "confidential." If records marked as "confidential" are found to be responsive to the request for records, the City as a courtesy to the Bidder may elect to give notice to Bidder of the request so as to allow Bidder to seek a protective order from a Court. Bidder acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion of, and without notice by, the City.

Contract Execution

The Bidder agrees that if this Proposal is accepted, s/he will, within fourteen (14) calendar days after Notice of Award, complete and sign the Contract in the form annexed hereto, and will at that time deliver to the City executed copies of the Performance Bond, Labor and Material Payment bond, the Certificate of Insurance, and other documentation required by the Contract Documents, and will, to the extent of her/his Proposal, furnish all machinery, tools, apparatus and other means of construction and do the work and furnish all the materials or services necessary to complete all work as specified or indicated in the Contract Documents.

Start of Construction and Contract Completion

The Bidder further agrees that within 14 calendar days of CONTRACT START DATE, s/he will meet with engineering personnel and begin work no later than **May 5th, 2024** and complete the construction within **70** working days of START DATE.

Lump Sum and Unit Price Work

The Bidder further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on lump sum and unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The Bidder agrees that the lump sum prices and the unit prices represent a true measure of the labor, services, and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

If any material, item, or service required by the Contract Documents has not been mentioned specifically, the same shall be furnished and placed with the understanding that the full cost to the City has been merged with prices named in the proposal.

SCHEDULE OF CONTRACT PRICES
BETHEL AVE, BETHEL RD SE, LINCOLN AVE SE, MITCHELL RD SE
PROJECT NO. PW2024-003

NOTE: Unit prices for all items and the total amount bid must be shown. The Project must be bid in its entirety, including all bid items as specifically listed in the Proposal, in order to be considered a responsive bid. Where a conflict occurs between the unit price and the total amounton any items, the Total Amount in Words shall prevail. The Contracting Agency reserves the right to award all work bid according to the lowest qualified responsive bid tendered, available funds, and as it best serves the interest of the Contracting Agency. All work awarded will be made to the same Contractor/bidder.

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
Base Bid					
1A	1 EST	1-04	Minor Change	EST $ 10,000.00	$ 10,000.00
			$ _____ (Total Amount in Words)		
2A	1 LS	SP 1-05	Roadway Surveying	LS $ _____	$ _____
			$ _____ (Total Amount in Words)		
3A	1 LS	SP 1-05	Record Drawings (Min. Bid $2,000)	LS $ _____	$ _____
			$ _____ (Total Amount in Words)		
4A	1 LS	STD	Mobilization	LS $ _____	$ _____
			$ _____ (Total Amount in Words)		
5A	1 LS	SP 1-10	Project Temporary Traffic Control	LS $ _____	$ _____
			$ _____ (Total Amount in Words)		
6A	180 LF	SP 2-02	Removing Cement Conc. Curb	LF $ _____	$ _____
			$ _____ (Total Amount in Words)		

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
7A	65 SY	SP 2-02	Removing Cement Conc. Sidewalk	SY $ _____	$ _____
			$ _____ (Total Amount in Words)		
8A	1,130 CY	STD	Roadway Excavation	CY $ _____	$ _____
			$ _____ (Total Amount in Words)		
9A	120 TN	STD	Gravel Borrow Incl. Haul	TN $ _____	$ _____
			$ _____ (Total Amount in Words)		
10A	45 TN	STD	Crushed Surfacing Top Course	TN $ _____	$ _____
			$ _____ (Total Amount in Words)		
11A	1,340 TN	STD	Crushed Surfacing Base Course	TN $ _____	$ _____
			$ _____ (Total Amount in Words)		
12A	285 SY	SP 5-04	Planing Bituminous Pavement	SY $ _____	$ _____
			$ _____ (Total Amount in Words)		
13A	24 TN	SP 5-04	Commercial HMA	TN $ _____	$ _____
			$ _____ (Total Amount in Words)		
14A	680 TN	SP 5-04	HMA CL 1/2 In. PG 58H-22	TN $ _____	$ _____
			$ _____ (Total Amount in Words)		
15A	695 SY	SP 5-04	Temporary Pavement	SY $ _____	$ _____
			$ _____ (Total Amount in Words)		

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
16A	220 SY	SP 5-05	Textured & Pigmented Cement Conc. Pavement $ _____ (Total Amount in Words)	SY $ _____	$ _____
17A	375 SF	SP 6-20	Modular Block Wall $ _____ (Total Amount in Words)	SF $ _____	$ _____
18A	695 LF	STD	Solid Wall PVC Storm Sewer Pipe 12 IN. Diam $ _____ (Total Amount in Words)	LF $ _____	$ _____
19A	2 EA	SP 7-05	Adjust Storm Sewer Catch Basin $ _____ (Total Amount in Words)	EA $ _____	$ _____
20A	1 EA	SP 7-05	Connection to Existing Storm Sewer Structure $ _____ (Total Amount in Words)	EA $ _____	$ _____
21A	2 EA	SP 7-05	Connection to Existing Storm Sewer Pipe $ _____ (Total Amount in Words)	EA $ _____	$ _____
22A	10 EA	STD	Catch Basin Type 1 $ _____ (Total Amount in Words)	EA $ _____	$ _____
23A	5 EA	STD	Catch Basin Type 2 48 In. Diam. $ _____ (Total Amount in Words)	EA $ _____	$ _____
24A	3 EA	STD	Catch Basin Type 2 54 In. Diam. $ _____ (Total Amount in Words)	EA $ _____	$ _____
25A	1 EA	STD	Catch Basin Type 2 54 In. Diam. With Flow Restrictor $ _____ (Total Amount in Words)	EA $ _____	$ _____

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
26A	1 EA	STD	Catch Basin Type 2 60 In. Diam. $ _____ (Total Amount in Words)	EA $ _____	$ _____
27A	775 CY	STD	Structure Excavation Class B Incl. Haul $ _____ (Total Amount in Words)	CY $ _____	$ _____
28A	2,810 SF	STD	Shoring or Extra Excavation Class B $ _____ (Total Amount in Words)	SF $ _____	$ _____
29A	160 CY	STD	Gravel Backfill for Pipe Zone Bedding $ _____ (Total Amount in Words)	CY $ _____	$ _____
30A	190 CY	STD	Bank Run for Trench Backfill $ _____ (Total Amount in Words)	CY $ _____	$ _____
31A	3 EA	SP 7-12	Adjust Valve Box for Water Main Valves $ _____ (Total Amount in Words)	EA $	$
32A	2 EA	SP 7-17	Adjust Sanitary Sewer Manhole Covers $ _____ (Total Amount in Words)	EA $	$
33A	1 EA	SP 7-20	Biopod Underground 6'x8' $ _____ (Total Amount in Words)	EA $ _____	$ _____
34A	165 LF	SP 7-21	Solid Wall 36 in. Diam CMP Detention Pipe $ _____ (Total Amount in Words)	LF $ _____	$ _____

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
35A	1 LS	STD	ESC Lead	LS $	$
			$ (Total Amount in Words)		
36A	19 EA	STD	Inlet Protection	EA $	$
			$ (Total Amount in Words)		
37A	3 EA	STD	Erosion Control for Culvert Ends	EA $	$
			$ (Total Amount in Words)		
38A	1 LS	STD	Erosion and Water Pollution Prevention	LS $	$
			$ (Total Amount in Words)		
39A	1,405 LF	STD	High Visibility Silt Fence	LF $	$
			$ (Total Amount in Words)		
40A	1 LS	STD	Roadside Restoration	LS $	$
			$ (Total Amount in Words)		
41A	970 LF	STD	Cement Conc. Curb & Gutter Type A	LF $	$
			$ (Total Amount in Words)		
42A	140 LF	STD	Roundabout Truck Apron Cement Conc. Curb & Gutter	LF $	$
			$ (Total Amount in Words)		
43A	450 LF	STD	Roundabout Cement Conc. Curb & Gutter	LF $	$
			$ (Total Amount in Words)		
44A	3 EA	STD	Roundabout Splitter Island Nosing Curb	EA $	$
			$ (Total Amount in Words)		

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
45A	135 LF	STD	Roundabout Central Island Cement Conc. Curb & Gutter $ _____ (Total Amount in Words)	LF $ _____	$ _____
46A	40 SY	SP 8-06	Cement Conc. Residential Driveway Entrance $ _____ (Total Amount in Words)	SY $ _____	$ _____
47A	70 SY	SP 8-14	Cement Conc. Sidewalk $ _____ (Total Amount in Words)	SY $ _____	$ _____
48A	70 SY	SP 8-14	Cement Conc. Sidewalk with Thickened Slab Edge $ _____ (Total Amount in Words)	SY $ _____	$ _____
49A	2 EA	SP 8-14	Cement Conc. Curb Ramp Type Parallel A $ _____ (Total Amount in Words)	EA $ _____	$ _____
50A	4 EA	SP 8-14	Cement Conc. Curb Ramp Type Parallel A with Thickened Slab Edge $ _____ (Total Amount in Words)	EA $ _____	$ _____
51A	30 TN	STD	Quarry Spall $ _____ (Total Amount in Words)	TN $ _____	$ _____
52A	1 LS	SP 8-20	Luminaire Pole Foundation $ _____ (Total Amount in Words)	LS $ _____	$ _____
53A	1 LS	SP 8-20	Luminaire Conduit System $ _____ (Total Amount in Words)	LS $ _____	$ _____

Item No.	Estimated Quantity	SP / STD	Description of Item / Total Amount in Words	Unit Price	Total Amount
54A	1 LS	SP 8-21	Permanent Signing $ _____ (Total Amount in Words)	LS $ _____	$ _____
55A	1,420 LF	STD	Plastic Line $ _____ (Total Amount in Words)	LF $ _____	$ _____
56A	220 LF	STD	Plastic Wide Lane Line $ _____ (Total Amount in Words)	LF $ _____	$ _____
57A	240 SF	STD	Plastic Crosswalk Line $ _____ (Total Amount in Words)	SF $ _____	$ _____
58A	4 EA	STD	Type 3SL (Left) Traffic Arrow $ _____ (Total Amount in Words)	EA $ _____	$ _____
59A	800 LF	STD	Temporary Pavement Marking - Long Duration $ _____ (Total Amount in Words)	LF $ _____	$ _____
60A	125 LF	SP 8-33	Pedestrian Handrail $ _____ (Total Amount in Words)	LF $ _____	$ _____
Total Base Bid					**$** _____

Schedule A: SALES TAX

In accordance with Section 1-07.2(1) State Sales Tax (DOR rule 171): Work performed on City, County, or Federally-owned land, **the Contractor shall include applicable Washington State retail sales taxes in the various unit bid prices** or other amounts. These retail sales taxes shall include those the Contractor pays on purchases of materials, equipment, and supplies used or consumed in doing the work.

The undersigned Bidder hereby agrees to start construction on this project, if awarded, no later than fourteen (14) calendar days after Notice to Proceed and to complete the project within the time stipulated in the Contract. By signing below, Bidder acknowledges receipt of the following Addenda to the Bid Documents:

CITY OF PORT ORCHARD
BETHEL AVE, BETHEL RD SE, LINCOLN AVE SE, MITCHELL RD SE
PUBLIC WORKS PROJECT NO. PW2024-003

_____	_____	_____	_____
Addendum No.	Date of Receipt	Addendum No.	Date of Receipt
_____	_____	_____	_____
Addendum No.	Date of Receipt	Addendum No.	Date of Receipt

NOTE: *Failure to acknowledge receipt of Addenda may be considered as an irregularity in the Bid Proposal and Owner reserves the right to determine whether the bid will be disqualified.*

By signing below, Bidder certifies that s/he has reviewed the insurance provisions of the Bid Documents and will provide the required coverage.

The undersigned Bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date for this Project, 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.

OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:	
"I certify (or declare) under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct."	
Signature:	Date:
Printed Name and Title:	Location or Place Executed (City, State):
Business Address:	Business Telephone:

NOTES: If the Bidder is a co-partnership, give firm name under which business is transacted; proposal must be executed by a partner. If the Bidder is 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).

STATE OF _____)

)ss.

COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ signed this proposal, on oath stated that they are authorized to execute the proposal and acknowledged it as the _____ (title) of _____ (name of party on behalf of whom proposal was executed) and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this proposal.

Dated this _____ day of _____, 20____.

_____
Notary Public

_____
Printed Name

My Commission Expires:
_____

BIDDER'S QUALIFICATION FORM

CITY OF PORT ORCHARD
BETHEL AVE, BETHEL RD SE, LINCOLN AVE SE, MITCHELL RD SE
PUBLIC WORS CONTRACT NO. PW 2024-003

1. Name of Contractor:
_____

   Address:
_____

2. Telephone No.(_____) _____ Fax No.: (_____)_____

   Email Address_____

3. Washington State Dept. of Labor and Industries Worker's Compensation Account No.:
   _____

4. Washington State Dept. of Licensing Contractor's Registration No.: _____
   Expiration Date: _____

5. Washington State Uniform Business Identifier No.: _____
   (Must have UBI number before the contract is awarded.)

6. Does the Contractor have a City of Port Orchard Business License Yes: _____ No: _____
   (A City of Port Orchard Business license is required prior to commencing work pursuant to a written Notice to Proceed)

7. Number of years engaged in contracting business under above name: _____

8. At the time of bid submittal, did the contractor have a certificate of registration in compliance with Chapter 18.27 RCW? _____

9. Does the contractor have industrial insurance coverage for its employees working in Washington as required in Title 51 RCW? (Provide number.) _____

10. Does the contractor have an employment security department number as required in Title 50 RCW? (Provide number): _____

11. Does the contractor have a state excise tax registration number as required in Title 82 RCW? (Provide number): _____

12. Has the contractor been disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3)? _____

13. If project includes Federal funding. Is the Contractor registered in Sam.gov? Yes___ No ____
Enter Unique ID No. (UEI)_____

14. Has the contractor received training on the requirements related to public works and prevailing wage under chapters 39.04 and 39.12 RCW, as required in RCW 39.04.350(1)(f) _____

15. Within the three-year period immediately preceding the date of the bid solicitation, was the contractor (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) to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW? _____

16. Has the contractor 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? _____

17. Particular types of construction performed by your company:_____

_____

_____

_____

_____

18. Gross amount of contracts now on hand: $ _____

19. List similar recent construction projects that your firm has done in the last 5 years (i.e., water and storm and sanitary sewer main construction, road reconstruction, excavations, extensive dewatering, etc.):

Amount	Type	Owner's Name	Phone

20. What is the construction experience of the principal individuals to be assigned to this project?

Name	Title	Years of Construction Experience	Availability

Pursuant to RCW 39.06.020, the contractor further agrees to verify responsibility criteria for each of its subcontractors and to require each of its subcontractors to both verify responsibility criteria as described herein for its subcontractors and include instant condition for verification requirement.

By: _____
(Authorized Signature)

Title: _____

Date: _____

NOTE: Any bidder having current outstanding litigation with the City will not be considered responsible and will be rejected by the City.

BID SECURITY
CITY OF PORT ORCHARD
Bethel Ave, Bethel Rd SE, Lincoln Ave SE, Mitchell Rd SE
PUBLIC WORKS PROJECT NO. PW2024-003

Bid Deposit:

The undersigned Principal hereby submits a Bid Deposit with the City of Port Orchard in the form of a cash deposit, certified or cashier's check, or postal money order in the amount of _____ Dollars ($_____).

Bid Bond:

KNOW ALL MEN BY THESE PRESENTS: That we, _____, as Principal and _____, as Surety, are held firmly bound unto the City of Port Orchard, Washington, as Obligee, in the penal sum of _____ Dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

The conditions of this obligation are such that if the Obligee shall make any award to the Principal for _____, Port Orchard, Washington, according to the terms of the Proposal or Bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said Proposal or Bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee, or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this Bond.

Signed, Sealed and Dated this _____ day of _____, 20____.

_____	_____
Principal	Surety
_____	_____
Signature of Authorized Official	Signature of Authorized Official
_____	By: _____
Printed Name and Title	Attorney-in-Fact (Attach Power of Attorney)

Name and address of local office of
Agent and/or Surety Company: _____

_____

_____

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specification.

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

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.**

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 272-036H EF
Revised 5/05

CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date February 23rd, 2024, 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 Officer/Representative*

_____

Printed Name

_____

Title

_____ _____ _____

Date City State

Check One:
Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation/LLC ☐

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 or limited liability company, this certificate must be executed in the entity's name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, this certificate must be executed by a partner.*

SUPPLEMENTAL CRITERIA INFORMATION FORM

As evidence that the Bidder meets the mandatory and supplemental responsibility criteria, the apparent two lowest Bidders must submit to the Owner by 12:00 p.m. (noon) of the second business day following the bid submittal deadline, this Supplemental Criteria Information Form verifying that the Bidder meets the Mandatory Criteria under RCW 39.04.350(1) and the Supplemental Bidder Criteria stated below. The two lowest Bidders shall also submit supporting documentation including but not limited to that detailed below (sufficient in the sole judgment of the Owner) demonstrating compliance with all mandatory and supplemental responsibility criteria. The Owner reserves the right to request such documentation from other Bidders as well, and to request further documentation as needed to assess Bidder responsibility. The Owner 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 Owner may (but is not required to) 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 Owner (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 Owner from others for whom the Bidder has worked, or other public agencies or private enterprises; and (iii) any additional information obtained by the Owner which is believed to be relevant to the matter.

If the Owner determines the Bidder does not meet the bidder responsibility criteria and is therefore not a responsible Bidder or the bid is not responsive, the Owner 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 Owner's determination by presenting its appeal and any additional information to the Owner. The Owner will consider the appeal and any additional information before issuing its final determination. If the final determination affirms that the Bidder is not responsible (or the bid is not responsive), the Owner will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible (or the bid not responsive) has received the Owner'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 Owner to modify the criteria. Such requests shall be in writing, describe the nature of the concerns, and propose specific modifications to the criteria. Bidders shall submit such requests to the Owner 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 Owner in the Bid Documents.

For criteria with check boxes, the bidder will check either "Yes" or "No." For each "Yes" answer on the form, the Bidder shall provide a signed and dated statement providing the project information requested and explaining the extenuating circumstances.

Project Name:	
Part A. General Company Information	
Company Name:	
Address:	
Contact Phone:	**Contact E-mail:**
Years in business as a Prime Contractor:	**Years in business as a subcontractor:**
Years in business under Present Name:	
List any former company names under which the company, its owners, and/or its principals has operated in the past five (5) years.	
Explain reason for name change(s) in the past five (5 years)	
Part B. Delinquent State Taxes	
Is the bidder listed on the Washington State Department of Revenue's "Delinquent Taxpayer List" website: http://dor.wa.gov/content/fileandpaytaxes/latefiling/dtlwest.aspx	
Yes ☐ **No** ☐	
If "Yes" attach a copy of the written payment plan approved by the Department of Revenue.	
Part C. Federal Debarment	
The bidder shall not be listed as a current debarred or suspended bidder on the Federal "System For Award Management" website www.sam.gov. Is the bidder listed as debarred or suspended?	
Yes ☐ **No** ☐	
Sam.gov Unique Entity ID No._____	

Part D. Subcontractor Responsibility
Does the bidder's standard subcontract form include the subcontractor language required by RCW 39.06.020? Does the bidder have an established procedure which it uses to validate the responsibility of each of its subcontractors? Does the subcontract form require that each of the bidder's subcontractors have and document a similar procedure for sub-tier subcontractors?
Yes ☐ No ☐
If "Yes" or "No", provide a copy of its standard subcontract form and a copy of the procedures used to validate the responsibility of subcontractors.
Part E. Prevailing Wages
In the last five (5) years, has the bidder had prevailing wage complaints filed against it or received violations as determined by the applicable state or federal government agency monitoring prevailing and/or Davis-Bacon wage compliance?
Yes ☐ No ☐
If "Yes," attach a separate signed/dated statement listing the prevailing wage violations, along with an explanation of each violation and how it was resolved. The City shall evaluate these explanations and the resolution of each violation to determine whether the violations demonstrate a pattern of failure to pay prevailing wages to workers unless there are extenuating circumstances acceptable to the City.
Part F. Claims Against Retainage and Bonds
Does the bidder have a record of any claims filed against the retainage or payment bonds for public works projects during the previous three (3) years?
Yes ☐ No ☐
If "Yes", attach a separate signed / dated statement for each project with claims which includes the following: 1) Owner and contact information for the owner; 2) a list of claims filed against the retainage and/or payment bond for the project; and 3) a written explanation of the circumstances surrounding the claim and the ultimate resolution of the claim. The City may contact previous owners to validate the information provided by the Bidder. The City shall evaluate the information to determine if it demonstrates a lack of effective management by the bidder of making timely and appropriate payments, unless there are extenuating circumstances acceptable to the City in its sole discretion.

Part G. Public Bidding Crime
Has the bidder been convicted of a crime involving bidding on a public works contract within the last five (5) years?
Yes ☐ No ☐
Part H. Termination for Cause/Termination for Default
Has the bidder had any public works contract terminated for cause by any government agency during the previous five (5) years?
Yes ☐ No ☐
If "Yes", attach a separate signed / dated statement listing each contract terminated, the government agency terminating the contract and the circumstances involving the termination for cause. The City will determine if there are extenuating circumstances acceptable to the City in its sole discretion.
Part I. Lawsuits
Has the bidder been involved in lawsuits (or arbitrations for those instances where arbitration is completed in lieu of a lawsuit) with judgments entered against the bidder for failure to meet terms on contracts in the previous five (5) years?
Yes ☐ No ☐
If "Yes", attach a list of lawsuits and/or arbitrations with judgments / arbitration awards entered against the bidder along with a written explanation of the circumstances surrounding each lawsuit and/or arbitration.
Part J. Work Experience
List at least three construction projects on the attached Work Experience Form, each of which meet all of the following criteria: • **Successfully completed street improvements, stormwater treatment, retention, and conveyances, and overhead and underground utility protection and relocations in the past 7 years.** • **Contract value exceeding $1,000,000.00.**

Part K. Signature
I hereby certify, warrant and declare under penalty of perjury that the information included herein is correct and complete. Failure to disclose requested information or submitting false or misleading information may result in rejection of my bid, termination of my contract, and may impact my firm's ability to bid on future projects.
Signature of Authorized Representative **Date**
Printed Name of Authorized Representative **Title**

Work Experience Form

List at least three construction projects on the attached Work Experience Form, each of which meet all of the following criteria:

- Successfully completed street improvements, stormwater treatment, retention, and conveyances, and overhead and underground utility protection and relocations in the past 7 years.
- Contract value exceeding $1,000,000.00.

1. _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____

   Contract Value $_____

2. _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____

   Contract Value $_____

3. _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____

   Contract Value $_____

4. _____
_____
_____
_____
_____
_____
_____
_____

Contract Value $_____

5. _____
_____
_____
_____
_____
_____
_____
_____

Contract Value $_____

SUBCONTRACTOR LIST

Per RCW 39.30.060, the bidder is required to submit as part of the bid the names of the subcontractors with whom the bidder will subcontract for performance of the work of HVAC (heating, ventilation, and air conditioning), plumbing as described in chapter 18.106 RCW, and electrical as described in chapter 19.28 RCW, or to name itself for the work and is also required to list the names of subcontractors with whom the bidder will subcontract for performance of the work of structural steel installation and rebar installation. 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.

The work to be performed is to be listed below the subcontractor(s) name. The requirement to name the bidder's proposed HVAC, plumbing, electrical, structural steel installation, and rebar installation subcontractors applies only to proposed HVAC, plumbing, electrical, structural steel installation, and rebar installation subcontractors who will contract directly with the bidder submitting the bid to the public entity.

Failure to list subcontractors who are proposed to perform the work of HVAC (heating, ventilation and air conditioning), plumbing, and electrical, or to name itself to perform such work, or failing to name subcontractors who are proposed to perform structural steel installation or rebar installation, or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor Name _____
Work to be Performed _____
_____
_____
_____

Subcontractor Name _____
Work to be Performed _____
_____
_____
_____

Subcontractor Name _____
Work to be Performed _____
_____
_____
_____

Subcontractor Name _____

Work to be Performed _____

_____

_____

_____

Subcontractor Name _____

Work to be Performed _____

_____

_____

_____

_____

CONTRACT DOCUMENTS

CONTRACT

CITY OF PORT ORCHARD
Bethel Ave, Bethel Rd SE, Lincoln Ave SE, Mitchell Rd SE
PUBLIC WORKS CONTRACT NO. PW _____

THIS CONTRACT ("Contract") is made and entered into this ____ day of _____, 20__, by and between the City of Port Orchard, a municipality incorporated and existing under the laws of the State of Washington, hereinafter called the "City," and _____, hereinafter called the "Contractor."

WITNESSETH:

I. General Provisions.

A. Description of Work.

The Contractor, in consideration of the covenants, agreements and payments to be performed and made by the City, hereby covenants and agrees to furnish all labor, tools, materials, equipment and supplies required for, and to execute, construct and finish in full compliance with the Contract Documents, **Bethel Ave, Bethel Rd SE, Lincoln Ave SE, Mitchell Rd SE**. The Contractor further agrees to perform all such work for the Contract Price stated in the Contractor's Bid Proposal dated _____, attached hereto and incorporated herein by this reference as if set forth in full. Contractor further represents that the services furnished under this Agreement will be performed in accordance with and as described in the attached plans and specifications and with the Port Orchard Municipal Code, the City's Public Works Standards, which includes (but is not limited to) the 2021 edition of the WSDOT Standard Specifications for Road, Bridge, and Municipal Construction (which shall apply except where noted otherwise). All of these standards are by this reference incorporated herein and made a part hereof. Contractor further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time such services are performed.

The Contract Documents include:

Exhibit A -a confirmed copy of the Proposal made by the Contractor on_____, together with the Instructions to Bidders.
Exhibit B – The Project Manual for **Bethel Ave, Bethel Rd SE, Lincoln Ave SE, Mitchell Rd SE.**
Exhibit C – Retainage Options

All Exhibits to this Contract are by this reference incorporated herein and made a part hereof as if set forth in full.

B. Time of Completion.

Time is of the essence of this Contract. It is agreed that the work covered by this Contract shall start within 14 calendar days after Notice to Proceed is issued and that all construction shall be complete within **_70_ working days** after the Notice to Proceed Date.

C. Liquidated Damages.

It is further agreed that the City will suffer damage and be put to additional expense in the event that the Contractor shall not have the specified portions of the work completed in all its parts in the time specified, and as it may be difficult to accurately compute the amount of such damage, the Contractor expressly covenants and agrees to pay to the City liquidated damages, the sum as calculated by the equation shown in Section 1-08.9 of the WSDOT Standard Specifications, for each and every working day said work is not complete beyond the time shown in the Proposal.

II. Non-Discrimination.

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to compliance with the following Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U .S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U .S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC§ 471, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub- recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private

transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to -ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Title VI of the Civil Rights Act of 1964

The City of Port Orchard, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, must affirmatively ensure that its contracts comply with these regulations.

Also, in accordance with Title VI, the City is required to include the following clauses in every contract subject to Title VI and its related regulations.

Therefore, during the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during this Contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as

set forth in Appendix A, attached hereto and incorporated herein by this reference, including employment practices when this Contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, **including** procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this Contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the Non-discrimination provisions of this Contract, the City will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
    1. withholding payments to the Contractor under the Contract until the Contractor complies; and/or
    2. cancelling, terminating, or suspending the Contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

III. Public Records Act Chapter 42.56 RCW

Contractor understands that her/his bid response documents, and any contract documents may be subject to release under the Public Records Act Chapter 42.56 RCW and the City may be required to disclose such documents upon a request. Contractor acknowledges that s/he has been advised to mark any records believed to be trade secrets or confidential in nature as "confidential." If records marked as "confidential" are found to be responsive to the request for records, the City as a courtesy to the Contractor, may elect to give notice to Contractor of the request so as to allow Contractor to seek a protective order from a Court. Contractor acknowledges and agrees that any records deemed responsive to a public records request may be released at the sole discretion of, and without notice by, the City.

IV. Termination

The City may terminate this contract for cause or for convenience.

1. **Termination for Cause.** The City may, upon 7 days written notice to Contractor and to its surety, terminate (without prejudice to any right or remedy of the City) the contract, or any part of it, for cause upon the occurrence of any one or more of the following events: Contractor fails to complete the work or any portion thereof with sufficient diligence to ensure substantial completion of the work within the contract time; Contractor is adjudged bankrupt, makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; Contractor fails in a material way to replace or correct work not in conformance with the Contract Documents, Contractor repeatedly fails to supply skilled workers or proper materials or equipment; Contractor materially disregards or fails to comply with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction; or Contractor is otherwise in material breach of any provision of the contract. Upon termination, the City may, at its option, take possession of or use all documents, materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor to maintain the orderly progress of, and to finish, the work, and finish the work by whatever other reasonable method it deems expedient.

2. **Termination for Convenience.** The City may, upon written notice, terminate (without prejudice to any right or remedy of the City) the contract, or any part of it, for the convenience of the City.

3. **Settlement of Costs.** If the City terminates for convenience, Contractor shall be entitled to make a request for an equitable adjustment for its reasonable direct costs incurred prior to the effective date of the termination, plus a reasonable allowance for overhead and profit on work performed prior to termination, plus the reasonable administrative costs of the termination, but shall not be entitled to any other costs or damages,

whatsoever, provided however, the total sum payable upon termination shall not exceed the Contract Sum reduced by prior payments.

V. Corporate Surety Bond

With this Contract, Contractor is furnishing a Corporate Surety Bond in the amount of

_____ Dollars ($_____) with _____ as Surety, to ensure full compliance, execution and performance of this Contract by the Contractor in accordance with all its terms and provisions.

VI. Independent Contractor.

The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement.

VII. Employment of State Retirees.

The City is a "DRS-covered employer" which is an organization that employs one or more members of any retirement system administered by the Washington State Department of Retirement Systems (DRS). Pursuant to RCW 41.50.139(1) and WAC 415-02-325(1), the City is required to elicit on a written form if any of the Contractor's employees providing services to the City retired using the 2008 Early Retirement Factors (ERFs), or if the Contractor is owned by an individual who retired using the 2008 ERFs, and whether the nature of the service and compensation would result in a retirement benefit being suspended. Failure to make this determination exposes the City to significant liability for pension overpayments. As a result, before commencing work under this Agreement, Contractor shall determine whether any of its employees providing services to the City or any of the Contractor's owners retired using the 2008 ERFs, and shall immediately notify the City and shall promptly complete the form provided by the City after this notification is made. This notification to DRS could impact the payment of retirement benefits to employees and owners of Contractor. Contractor shall indemnify, defend, and hold harmless the City from any and all claims, damages, or other liability, including attorneys' fees and costs, relating to a claim by DRS of a pension overpayment caused by or resulting from Contractor's failure to comply with the terms of this provision. This provision shall survive termination of this Agreement.

VIII. Changes.

The City may issue a written change order for any change in the Contract work during the performance of this Agreement. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the Notice provision section of this Agreement, within fourteen (14) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section IX entitled, "Claims," below.

The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

IX. Claims. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Agreement.

At a minimum, a Contractor's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

A. Notice of Claim. Provide a signed written notice of claim that provides the following information:

1. The date of the Contractor's claim;

2. The nature and circumstances that caused the claim;

3. The provisions in this Agreement that support the claim;

4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and

5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

B. Records. The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

C. Contractor's Duty to Complete Protested Work. In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Agreement.

D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

X. <u>Limitation Of Actions</u>.

CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS

COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

XI. Warranty.

Upon acceptance of the contract work, Contractor must provide the City a two-year warranty bond in the amount of twenty percent (20%) of the contract price a form and amount acceptable to the City. The Contractor shall correct all defects in workmanship and materials within two (2) years from the date of the City's acceptance of the Contract work, including replacing vegetation that fails to thrive. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) additional year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

XII. Indemnification.

Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Contractor's performance of this Agreement, except for that portion of the injuries and damages caused by the sole negligence of the City.

The City's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver.

THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

XIII. Insurance.

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representative, employees or subcontractors.

No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Builders Risk insurance covering interests of the City, the Contractor, Subcontractors, and Sub-subcontractors in the work. Builders Risk insurance shall be on a all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood and earthquake, theft, vandalism, malicious mischief, collapse, temporary buildings and debris removal. This Builders Risk insurance covering the work will have a deductible of $5,000 for each occurrence, which will be the responsibility of the Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by the Contractor and written acceptance

by the City. Any increased deductibles accepted by the City will remain the responsibility of the Contractor. The Builders Risk insurance shall be maintained until final acceptance of the work by the City.

B. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate and a $2,000,000 products-completed operations aggregate limit.

3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

C. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability and Builders Risk insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

2. The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Contractor's Insurance for Other Losses. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or contractors as well as to any temporary structures, scaffolding and protective fences.

E. Waiver of Subrogation. The Contractor and the City waive all rights against each other any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extend covered by Builders Risk insurance or other property insurance obtained pursuant to the Insurance Requirements Section of this Contract or other property insurance applicable to the work. The policies shall provide such waivers by endorsement or otherwise.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the Automobile Liability and Commercial General Liability insurance of the Contractor before commencement of the work. Before any exposure to loss may occur, the Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms and endorsements related to this Project.

H. Subcontractors. Contractor shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor (with the exception of Builders Risk insurance). Upon request the City, the Contractor shall provide evidence of such insurance.

XIV. WORK PERFORMED AT CONTRACTOR'S RISK. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XV. <u>Miscellaneous Provisions</u>.

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Kitsap County Superior Court, Kitsap County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XII of this Agreement.

C. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of

mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

D. Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

E. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.

F. Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

G. Compliance with Laws. The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

H. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed.

CITY OF PORT ORCHARD

By: _____

Robert Putaansuu, Mayor

CONTRACTOR

By: _____

Title: _____

Address: _____

_____

ATTEST:

_____

Brandy Wallace, MMC, City Clerk

APPROVED AS TO FORM:

_____

Charlotte Archer, City Attorney

NOTICES TO BE SENT TO:

CONTRACTOR:	**CITY**
NAME:_____	**Attn. K. Chris Hammer, PE, PMP**
ADDRESS:_____	**216 Prospect Street, Port Orchard, WA 98366**
TELEPHONE:_____	**TELEPHONE 360-876-4991**
Email:_____	**Email:kchammer@portorchardwa.gov**

With a copy to the City Clerk at the same address

EXHIBIT - C

5% RETAINAGE INVESTMENT OPTION[1]

Contractor: _____

Project Name: _____

Date: _____ Project Number: _____

Pursuant to RCW 60.28.010, as amended, you may exercise an option as to how the 5% retainage under this contract will be invested. Please complete and sign this form indication your preference. If you fail to do so you will miss the benefit of any interest earned. Select one of the following options:

☐ 1. **Savings Account:** Money will be placed in an interest-bearing account. The interest will be paid to you directly, rather than kept on deposit. If this is your choice, then please complete attached *SAVINGS ACCOUNT AGREEMENT.* Please state the name of your bank.

Bank:_____

☐ 2. **Escrow/Investments:** The City will deliver retainage checks to a selected bank, pursuant to an escrow agreement. The bank will then invest the funds in securities or bonds selected by you, and interest will be paid to you as it accrues. If this is your choice, then please complete attached *ESCROW AGREEMNT.*

Preferred Bank: _____

Securities/Bonds: _____

☐ 3. **Guarantee Deposit:** Retainage will be held by the City. No interest is payable to the Contractor.

Retainage is normally released 45 days after final acceptance of the work or following receipt of Labor and Industries/Department of Revenue clearance, whichever date is the later. Retainage on landscaping work may be longer, due to its seasonal nature. However, if this project is subject to grant funding, then the retainage may also be held until such time as the Contractor meets its obligations to the City to provide required information and documentation for compliance with the grant funding requirements.

State law allows for limited early release of retainage in certain circumstance.

_____

Contractor's Signature

_____

Title

[1] If the Contractor opts to post a retainage bond under RCW 60.28.011, such bond shall be in a form acceptable to the City, shall be with a surety with a minimum of A.M. Best financial strength rating of a minimum of A-.

SAVING ACCOUNT AGREEMENT

TO BANK: _____ SAVINGS ACCOUNT NO: _____

BANK'S ADDRESS: _____

_____

AGENCY: CITY OF PORT ORCHARD
216 Prospect Street
Port Orchard WA 98366

CONTRACT NO: _____

PROJECT TITLE:_____

The estimated completion date of contract is: _____

The undersigned, _____, herein referred to as the CONTRACTOR, has directed the CITY OF PORT ORCHARD, Washington, hereinafter referred to as the AGENCY, to deliver to you its warrants which shall be payable to you and the CONTRACTOR jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Warrants or checks made payable to you and the CONTRACTOR jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be placed by you in an interest-bearing savings account.
2. When and as interest on the savings account accrues and is paid, you shall collect such interest and forward it to the CONTRACTOR at its address designated below unless otherwise director by the CONTRACTOR.
3. You are not authorized to deliver to the CONTRACTOR all or any part of the principal held by you pursuant to this agreement, except in accordance with written instruction from the AGENCY. Compliance with such instructions shall relieve you of any further liability related thereto.
4. The CONTRACTOR agrees to pay you as compensation for your services hereunder as follows:

   Payment of all fees shall be the sole responsibility of the CONTRACTOR and shall not be deducted from any moneys placed with you pursuant to this agreement until and unless the AGENCY directs the release to the CONTRACTOR, whereupon you shall be granted a first lien upon such moneys released and shall be entitled to reimburse yourself from such moneys for the entire amount of your fees as provided for herein above. In the event that you are made a party to any litigation with respect

to the moneys held by you hereunder, or in the event that the conditions of this agreement are not promptly fulfilled, or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interests of this agreement, or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the CONTRACTOR and reimbursement from the CONTRACTOR for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

5. This agreement shall not be binding until executed by the CONTRACTOR and the AGENCY and accepted by you.
6. This instrument contains the entire agreement between you, the CONTRACTOR and the AGENCY. You are not a party to nor bound by any instrument or agreement other than this. You shall not be required to take notice of any default or any other matter nor be bound by nor required to give notice or demand, nor required to take any action whatever except as herein expressly provided. You shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.
7. The foregoing provisions shall be binding upon the assigns, successors, personal representative and heir of the Parties hereto.

_____	CITY OF PORT ORCHARD
Contractor	*Agency*
BY:_____	BY: _____
Title: _____	
Date: _____	Date: _____
Address: _____	

The above savings account agreement and instruction received and accepted this _____ day of _____, 20___

_____

Bank Name

_____

Authorized Bank Officer

ESCROW AGREEMENT

TO BANK: _____ ESCROW NO.: _____

BANK'S ADDRESS: _____

_____

AGENCY: CITY OF PORT ORCHARD
216 Prospect Street
Port Orchard WA 98366

CONTRACT NO.: _____

PROJECT TITLE: _____

The estimated completion date of contract is: _____

The undersigned, _____, herein referred to as the CONTRACTOR, has directed the CITY OF PORT ORCHARD, Washington, hereinafter referred to as the AGENCY, to deliver to you its warrants which shall be payable to you and the CONTRACTOR jointly. Such warrants are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

INSTRUCTIONS

1. Warrants or checks made payable to you and the CONTRACTOR jointly upon delivery to you shall be endorsed by you and forwarded for collection. The moneys will then be used by you to purchase, as directed by the CONTRACTOR, bonds or other securities chosen by the CONTRACTOR and approved by the AGENCY. Attached is a list of such bonds, or other securities approved by the AGENCY. Other bonds or securities, except stocks may be selected by the CONTRACTOR, subject to express written approval of the AGENCY. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the AGENCY as provided in Paragraph 4 of this Escrow Agreement.
2. When and as interest on the securities held by you pursuant to this agreement accrues and is paid, you shall collect such interest and forward it to the CONTRACTOR at its address designated below unless otherwise directed by the CONTRACTOR.

3. You are not authorized to deliver to the CONTRACTOR all or any part of the securities held by you pursuant to this agreement (or any moneys derived from the sale of such securities, or the negotiation of the AGENCY'S warrants) except in accordance with written instructions from the AGENCY. Compliance with such instruction shall relieve you of any further liability related thereto.
4. In the event the AGENCY orders you to do so in writing, you shall within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this agreement and return such money together with any other moneys held by you hereunder, to the AGENCY.
5. The CONTRACTOR agrees to pay you as compensation for your services hereunder as follows:

   Payment of all fees shall be the sole responsibility of the CONTRACTOR and shall not be deducted from any property placed with you pursuant to this agreement until and unless the AGENCY directs the release to the CONTRACTOR of the securities and moneys held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees as provided for herein above. In the event that are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any service not provided for in these instructions, or that there is any assignment of the interest of this escrow or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the CONTRACTOR and reimbursement from the CONTRACTOR for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.
6. This agreement shall not be binding until executed by the CONTRACTOR and the AGENCY and accepted by you.
7. This instrument contains the entire agreement between you, the CONTRACTOR and the AGENCY with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter nor be bound by nor be bound by nor required to give notice or demand , nor required to take action whatever except as herein expressly provided; you shall not be liable for any loss or damage not caused by your own negligence or willful misconduct.

The foregone provision shall be binding upon the assigns, successors, personal representative, and heir of the Parties hereto.

_____	CITY OF PORT ORCHARD
Contractor	*Agency*
By: _____	By: _____
Title: _____	
Date: _____	Date: _____
Address: _____	

The above escrow agreement and instruction received and accepted this _____ day of _____, 20__.

_____

Bank Name

_____

Authorized Bank Officer

SECURITIES AUTHORIZED BY AGENCY

1. Bills, certificates, notes or bonds of the United States;
2. Other obligations of the United States or its agencies;
3. Obligation of any corporation wholly-owned by the government of the United States;
4. Indebtedness of the Federal Nation Mortgage Association; and
5. Time deposits in commercial banks.

PERFORMANCE AND PAYMENT BOND

CITY OF PORT ORCHARD
_____PROJECT
PW PROJECT NO. _____
Bond to City of Port Orchard, Washington
Bond No. _____

We, _____, and_____
(Principal) (Surety)

a _____ Corporation, and as a surety corporation authorized to become a surety upon Bonds of Contractors with municipal corporations in Washington State, are jointly and severally bound to the City of Port Orchard, Washington ("Owner"), in the penal sum of _____ Dollars ($_____), the payment of which sum, on demand, we bind ourselves and our successors, heirs, administrators, executors, or personal representatives, as the case may be. This Performance Bond is provided to secure the performance of Principal in connection with a contract dated_____, 20___, between Principal and Owner for a project entitled _____ ("Project") – Public Works Project No. _____ ("Contract"). The initial penal sum shall equal 100 percent of the Total Bid Price, including all applicable state sales tax, as specified in the Proposal submitted by Principal.

NOW, THEREFORE, this Performance and Payment Bond shall be satisfied and released only upon the condition that Principal:

Faithfully performs all provisions of the Contract and changes authorized by Owner in the manner and within the time specified as may be extended under the Contract;

Pays all laborers, mechanics, subcontractors, lower tier subcontractors, material-persons, and all other persons or agents who supply labor, equipment, or materials to the Project;

Pays the taxes, increases and penalties incurred on the Project under Titles 50, 51 and 82 RCW on: (A) Projects referred to in RCW 60.28.011(1)(b); and/or (B) Projects for which the bond is conditioned on the payment of such taxes, increases and penalties; and

Posts a two-year warranty/maintenance bond to secure the project. Such bond shall be in the amount of twenty percent (20%) of the project costs.

Provided, further that this bond shall remain in full force and effect until released in writing by the City at the request of the Surety or Principal.

The surety shall indemnify, defend, and protect the Owner against any claim of direct or indirect loss resulting from the failure:

Of the Principal (or any of the employees, subcontractors, or lower tier subcontractors of the Principal) to faithfully perform the Contract, or

Of the Principal (or any subcontractor or lower tier subcontractor of the Principal) 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.

The liability of Surety shall be limited to the penal sum of this Performance and Payment Bond.

No change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed under the Contract shall in any way affect Surety's obligation on the Performance Bond. Surety hereby waives notice of any change, extension of time, alteration, or addition to the terms of the Contract or the Work, with the exception that Surety shall be notified if the Contract time is extended by more than twenty percent (20%).

If any modification or change increases the total amount to be paid under the Contract, Surety's obligation under this Performance and Payment Bond shall automatically increase in a like amount. Any such increase shall not exceed twenty-five percent (25%) of the original amount of the Performance and Payment Bond without the prior written consent of Surety.

This Performance and Payment Bond shall be governed and construed by the laws of the State of Washington, and venue shall be in Kitsap County, Washington.

IN WITNESS WHEREOF, the parties have executed this instrument in two (2) identical counterparts this _____ day of _____, 20 ___.

_____	_____
Principal	Surety
_____	_____
Signature of Authorized Official	Signature of Authorized Official
_____	By_____
Printed Name and Title	Attorney in Fact (Attach Power of Attorney)
Name and address of local office of Agent and/or Surety Company:	_____ _____ _____

Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington per Section 1-02.7 of the Standard Specifications.

ACKNOWLEDGEMENT
Corporation, Partnership, or Individual

STATE OF _____)
)ss.
COUNTY OF _____)

On this _____ day of_____, 20____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared_____, to me known to be the (check one of the following boxes):

☐ _____ of _____, the corporation,

☐ _____ of _____, the partnership,

☐ individual,

that executed the foregoing instrument to be the free and voluntary act and deed of said ☐ corporation, ☐ partnership, ☐ individual for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary Seal with Ink Stamp

_____
Print or type name

NOTARY PUBLIC,
in and for the State of Washington

Residing at _____

My Commission expires: _____

SURETY ACKNOWLEDGEMENT

STATE OF _____)
)ss.
COUNTY OF _____)

On this _____ day of_____, 20_____, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared_____, to me known to be the _____ of_____, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Notary Seal With Ink Stamp

_____
Print or type name

NOTARY PUBLIC,
in and for the State of Washington
Residing _____
My Commission expires: _____

CITY OF PORT ORCHARD
MAINTENANCE/WARRANTY BOND

NOTE: <u>This form must be completed at Contract Completion.</u> Before the Performance Bond or the retainage can be released, the City must receive the two year Maintenance /Warranty Bond

Project #:_____
Surety Bond #: _____
Date Posted: _____
Expiration Date:_____

RE: Project Name: _____
Owner/Developer/Contractor:_____
Project Address: _____

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____ (hereinafter called the "Principal"), and _____, a corporation organized under the laws of the State of _____, and authorized to transact surety business in the State of Washington (hereinafter called the "Surety"), are held and firmly bound unto the City of Port Orchard, Washington, in the sum of _____ dollars ($_____) 20% of the total contract amount, lawful money of the United States of America, for the payment of which sum we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents. THE CONDITIONS of the above obligation are such that:

WHEREAS, the above named Principal has constructed and installed certain improvements on public property in connection with a project as described above within the City of Port Orchard; and

WHEREAS, the Principal is required to post a bond for the twenty-four (24) months following written and final acceptance of the project in order to provide security for the obligation of the Principal to repair and/or replace said improvements against defects in workmanship, materials or installation during the twenty-four (24) months after written and final approval/acceptance of the same by the City;

NOW, THEREFORE, this Maintenance Bond has been secured and is hereby submitted to the City. It is understood and agreed that this obligation shall continue in effect until released in writing by the City, but only after the Principal has performed and satisfied the following conditions:

A. The work or improvements installed by the Principal and subject to the terms and conditions of this Bond are as follows: (insert complete description of work here)

B. The Principal and Surety agree that the work and improvements installed in the above-referenced project shall remain free from defects in material, workmanship and installation (or, in the case of landscaping, shall survive,) for a period of twenty-four (24) months after written and final acceptance of the same and approval by the City. Maintenance is defined as acts carried out to prevent a decline, lapse or cessation of the state of the project or improvements as accepted by the City during the twenty-four (24) month period after final and written acceptance, and includes, but is not limited to, repair or replacement of defective workmanship, materials or installations.

C. The Principal shall, at its sole cost and expense, carefully replace and/or repair any damage or defects in workmanship, materials or installation to the City-owned real property on which improvements have been installed and leave the same in as good condition or better as it was before commencement of the work.

D. The Principal and the Surety agree that in the event any of the improvements or restoration work installed or completed by the Principal as described herein, fail to remain free from defects in materials, workmanship or installation (or in the case of landscaping, fail to survive), for a period of twenty-four (24) months from the date of approval/acceptance of the work by the City, the Principal shall repair and/replace the same within ten (10) days of demand by the City, and if the Principal should fail to do so, then the Surety shall:

1. Within twenty (20) days of demand of the City, make written commitment to the City that it will either:

   a). remedy the default itself with reasonable diligence pursuant to a time schedule acceptable to the City; or

   b). tender to the City within an additional ten (10) days the amount necessary, as determined by the City, for the City to remedy the default, up to the total bond amount.

Upon completion of the Surety's duties under either of the options above, the Surety shall then have fulfilled its obligations under this bond. If the Surety elects to fulfill its obligation pursuant to the requirements of subsection D(1)(b), the City shall notify the Surety of the actual cost of the remedy, upon completion of the remedy. The City shall return, without interest, any overpayment made by the Surety, and the Surety shall pay to the City any actual costs which exceeded the City estimate, limited to the bond amount.

2. In the event the Principal fails to make repairs or provide maintenance within the time period requested by the City, then the City, its employees and agents shall have the right at the City's sole election to enter onto said property described above for the purpose of repairing or maintaining the improvements. This provision shall not be construed as creating an obligation on the part of the City or its representatives to repair or maintain such improvements.

E. Corrections. Any corrections required by the City shall be commenced within ten (10) days of notification by the City and completed within thirty (30) days of the date of notification. If the work is not performed in a timely manner, the City shall have the right, without recourse to legal action, to take such action under this bond as described in Section D above.

F. Extensions and Changes. No change, extension of time, alteration or addition to the work to be performed by the Principal shall affect the obligation of the Principal or Surety on this bond, unless the City specifically agrees, in writing, to such alteration, addition, extension or change. The Surety waives notice of any such change, extension, alteration or addition thereunder.

G. Enforcement. It is specifically agreed by and between the parties that in the event any legal action must be taken to enforce the provisions of this bond or to collect said bond, the prevailing party shall be entitled to collect its costs and reasonable attorney fees as a part of the reasonable costs of securing the obligation hereunder. In the event of settlement or resolution of these issues prior to the filing of any suit, the actual costs incurred by the City, including reasonable attorney fees, shall be considered a part of the obligation hereunder secured. Said costs and reasonable legal fees shall be recoverable by the prevailing party, not only from the proceeds of this bond, but also over and above said bond as a part of any recovery (including recovery on the bond) in any judicial proceeding. The Surety hereby agrees that this bond shall be governed by the laws of the State of Washington. Venue of any litigation arising out of this bond shall be in Kitsap County Superior Court.

H. Bond Expiration. This bond shall remain in full force and effect until the obligations secured hereby have been fully performed and until released in writing by the City at the request of the Surety or Principal.

DATED this ____ day of _____, 20__.

SURETY COMPANY
(Signature must be notarized)

By:_____
Its:_____

Business Name: _____

Business Address:_____

City/State/Zip Code: _____

Telephone Number: _____

DEVELOPER/OWNER
(Signature must be notarized)

By:_____
Its: _____

Business Name: _____

Business Address: _____

City/State/Zip Code: _____

Telephone Number: _____

CHECK FOR ATTACHED NOTARY SIGNATURE
_____Developer/Owner (Form P-1)
_____Surety Company (Form P-2)

FORM P-1 / NOTARY BLOCK

(Developer/Owner)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that_____is the person who appeared before me, and said person acknowledged as the _____ of _____that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

_____

_____

(print or type name)

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

My Commission expires: _____

FORM P-2/NOTARY BLOCK

(Surety Company)

STATE OF WASHINGTON)
) ss.
COUNTY OF)

I certify that I know or have satisfactory evidence that _____is the person who appeared before me, and said person acknowledged as the _____ of _____that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____
_____

_____
(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing
at: _____
My Commission expires: _____

END OF CONTRACT FORMS

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PART II – SPECIAL PROVISIONS

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INTRODUCTION TO THE SPECIAL PROVISIONS

(December 10, 2020 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 project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)
(April 1, 2013 WSDOT GSP)
(May 1, 2013 CITY OF PORT ORCHARD GSP)

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition
- *Sign Fabrication Manual, current edition*
- *Public Works Engineering Standards & Specifications, City of Port Orchard, current edition.*

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

Division 1
General Requirements

(March 13, 1995)
This Contract provides for the improvement of *** Mitchell Rd SE and Lincoln AVE SE intersection, including the realignment and reconstruction of intersections with a new single lane, 4-leg mini roundabout. The work will include Curb & Gutter, ADA ramps, sidewalks, storm drainage collection, conveyance, mitigation facilities, illumination, signing, stripping, and traffic control *** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1-01 Definitions and Terms

1-01.3 Definitions

(January 19, 2022 APWA GSP)

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

Dates

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

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

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

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

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

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

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

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

Supplement this Section with the following:

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

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

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

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

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

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

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

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

Contract Documents
See definition for “Contract”.

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

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

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

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

1-02 Bid Procedures and Conditions

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this section and replace it with the following:

1-02.1 Qualifications of Bidder
(January 24, 2011 APWA GSP)

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

1-02.2 Plans and Specifications
(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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

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

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	**1**	Furnished automatically upon award.
Contract Provisions	**1**	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	**1**	Furnished only upon request.

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

1-02.4 Examination of Plans, Specifications and Site of Work

1-02.4(1) General
(December 30, 2022 APWA GSP Option B)

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

Prospective Bidders desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business **7** 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)

Delete this section and replace it with the following:

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

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

(January 4, 2024 APWA GSP 1-02.6, 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.

Delete the last two paragraphs, and replace them 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.

Add the following new section:

1-02.6(1) Recycled Materials Proposal
(January 4, 2016 APWA GSP)

The Bidder shall submit with the Bid, its proposal for incorporating recycled materials into the project, using the form provided in the Contract Provisions.

1-02.7 Bid Deposit
(March 8, 2013 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

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

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

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

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

Delete this section, and replace it with the following:

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

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

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

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

1-02.13 Irregular Proposals

(January 4, 2024 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
   a. The Bidder is not prequalified when so required;
   b. The 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 Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification (WSDOT Form 272-056), if applicable, as required in Section 1-02.6;
   g. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
   h. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award in accordance with Section 1-07.11;
   i. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-054), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
   j. 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.

1-02.14 Disqualification of Bidders

(May 17, 2018 APWA GSP, Option A)

Delete this section and replace it with the following:

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

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

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

1-02.15 Pre Award Information

(December 30, 2022 APWA GSP)

Revise this section to read:

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

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

1-03 Award and Execution of Contract

1-03.1 Award of Contract

1-03.1 Consideration of Bids

(December 30, 2022 APWA GSP)

Revise the first paragraph to read:

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

1-03.1(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

(January 19, 2022 APWA GSP)

Revise this section to read:

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

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

Within **ten (10)** calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage form for the Construction Stormwater General Permit with sections I, III, and VIII completed when provided. Before execution of the contract by the Contracting Agency, the successful bidder shall provide any pre-award information the Contracting Agency may require under Section 1-02.15.

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

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

1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

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

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
   a. Is registered with the Washington State Insurance Commissioner, and
   b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
   a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
   b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;

4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

1-03.7 Judicial Review

(December 30, 2022 APWA GSP)

Revise this section to read:

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

1-04 Scope of the Work

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

(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.

1-05 Control of Work

1-05.4 Conformity with and Deviations from Plans and Stakes

Section 1-05.4 is supplemented with the following:

(January 13, 2021)

Contractor Surveying - Roadway

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

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 and pavement marking, illumination and signals, guardrails and barriers, and signing. Except for the survey control data to be furnished by the Contracting Agency, calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility.

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

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:

	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	N/A	±0.1 feet
Alignment on roadway	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 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.

Add the following new sub-section:

(******)

1-05.4.5 Payment

Payment will be made for the following bid item when included in the proposal:

"Roadway Surveying", lump sum.

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

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

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

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

(October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

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

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

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

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

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

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

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.
The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

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

1-05.11(3) Operational Testing

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

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

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

1-05.13 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 served and 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 written in paper format, hand delivered or sent via certified mail delivery service with return receipt requested 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.

Add the following new section:

1-05.16 Water and Power

(October 1, 2005 APWA GSP)

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

Add the following new section:

1-05.18 Record Drawings

(March 8, 2013 APWA GSP)

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

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

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

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

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

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

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

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

Making Entries on the Record Drawings:

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

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

Contracting Agency acceptance of the Record Drawings is one of the requirements for achieving Physical Completion.

Payment will be made for the following bid item:

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

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

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

1-06 Control of Material

1-06.6 Recycled Materials

(January 4, 2016 APWA GSP)

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

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

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

1-07 Legal Relations and Responsibilities to the Public

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

The Contractor shall maintain at the project site office, or other well known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring

immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

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

1-07.2 State Taxes

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

1-07.2 State Sales Tax

(June 27, 2011 APWA GSP)

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

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

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

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

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

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

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

1-07.2(3) Services

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

1-07.6 Permits and Licenses

Section 1-07.6 is supplemented with the following:

(January 2, 2018)
The Contracting Agency has obtained the below-listed permit(s) for this project. A copy of the permit(s) is attached as an appendix for informational purposes. Copies of these permits, including a copy of the Transfer of Coverage form, when applicable, are required to be onsite at all times.

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

*** City of Port Orchard LDAP/SDP Conditions as provided in Appendix D ***

1-07.9(5) Required Documents

(January 3, 2020 APWA GSP)

Delete this section and replace it with the following:

General

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, shall be submitted to the Engineer and the State L&I online Prevailing Wage Intent & Affidavit (PWIA) system.

Intents and Affidavits

On forms provided by the Industrial Statistician of State L&I, the Contractor shall submit to the Engineer the following for themselves and for each firm covered under RCW 39.12 that will or has provided Work and materials for the Contract:

1. The approved "Statement of Intent to Pay Prevailing Wages" State L&I's form number F700-029-000. The Contracting Agency will make no payment under this Contract until this statement has been approved by State L&I and reviewed by the Engineer.

2. The approved "Affidavit of Prevailing Wages Paid", State L&I's form number F700-007-000. The Contracting Agency will not grant Completion until all approved Affidavit of Wages paid for the Contractor and all Subcontractors have been received by the Engineer. The Contracting Agency will not release to the Contractor any funds retained under RCW 60.28.011 until "Affidavit of Prevailing Wages Paid" forms have been approved by State L&I and all of the approved forms have been submitted to the Engineer for every firm that worked on the Contract.

The Contractor is responsible for requesting these forms from State L&I and for paying any fees required by State L&I.

Certified Payrolls

Certified payrolls are required to be submitted by the Contractor for themselves, all Subcontractors and all lower tier subcontractors. The payrolls shall be submitted weekly on all Federal-aid projects and no less than monthly on State funded projects.

Penalties for Noncompliance

The Contractor is advised, if these payrolls are not supplied within the prescribed deadlines, any or all payments may be withheld until compliance is achieved. In addition, failure to provide these payrolls may result in other sanctions as provided by State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12).

1-07.11(2) Contractual Requirements

Section 1-07.11(2) is supplemented with the following:

(January 24, 2024)

11. The Contractor shall comply with the following nondiscrimination provisions, and the Contractor shall ensure the nondiscrimination provisions are included in all subcontracts:

    a. Nondiscrimination Requirement. During the term of this Contract, the Contractor, including all subcontractors, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, the Contractor, including all subcontractors, shall give written notice of this nondiscrimination requirement to any labor organizations with which the Contractor, or subcontractor, has a collective bargaining or other agreement.

    b. Obligation to Cooperate. The Contractor, including all subcontractors, shall cooperate and comply with any Washington state agency investigation regarding any allegation that the Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).

    c. Default. Notwithstanding any provision to the contrary, the Contracting Agency may suspend the Contract in accordance with Section 1-08.6, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until the Contracting Agency receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event the Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), the Contracting Agency may terminate this Contract in whole or in part in accordance with Section 1-08.10(1), and in addition to the sanctions listed in Section 1-07.11(5), the Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. The Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

    d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, the Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. The Contracting Agency shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Contracting Agency for default under this Provision.

1-07.16(4) Archaeological and Historical Objects

Supplement this section with the following:

(******)

Contractor shall follow all procedures for the encounter of archaeological or historical objects as given in the Inadvertent Discovery Plan in Appendix D.

1-07.16(4)A Inadvertent Discovery of Human Skeletal Remains

Supplement this section with the following:

(******)
Contractor shall follow all procedures for the discovery of human remains as given in the Inadvertent Discovery Plan in Appendix D.

1-07.17 Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

(April 2, 2007)
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:

***

Astound	1-800-928-3123
Cascade Natural Gas	360-204-6732 or 360-328-6845
Century Link	1-800-283-4237
Comcast	503-399-4494
Convergence Technologies	360-405-1231
Kitsap County PUD	360-779-7656
Lumen	360-271-7654
Puget Sound Energy Electric	1-888-225-5773
Water and Sewer – City of Port Orchard	360-876-2545

***

The Contractor shall attend a mandatory utility preconstruction meeting with the Engineer, all affected subcontractors and all utility owners and their Contractors prior to beginning of onsite Work.

The following addresses and telephone numbers of utility companies or their Contractors that will be adjusting, relocating, replacing, or constructing utilities within the project limits are supplied for the Contractor’s use:

***

Astound	1-800-928-3123
Cascade Natural Gas	360-204-6732 or 360-328-6845
Century Link	1-800-283-4237
Comcast	503-399-4494
Convergence Technologies	360-405-1231
Kitsap County PUD	360-779-7656

Lumen	360-271-7654
Puget Sound Energy Electric	1-888-225-5773
Water and Sewer – City of Port Orchard	360-876-2545

***

***

The Contractor shall coordinate work activities with the listed utilities. All costs for, including, but not limited to, coordination and accommodating work of the utilities are incidental to the Contract and included in the unit bid prices of the Contract.

Puget Sound Energy Electric is anticipated to perform power pole removal and undergrounding of overhead utilities during the project. For Contractor work occurring adjacent to power poles, Puget Sound Energy Electric requires 3-weeks notification.

Lumen and Kitsap County PUD are anticipated to perform relocation of underground utilities during the project.

Utility relocations are anticipated to take up to two months.

***

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance

(December 30, 2022 APWA GSP)

1-07.18(1) General Requirements

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

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

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

D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as

respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.

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

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

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

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

1-07.18(2) Additional Insured

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

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

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

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

1-07.18(3) Subcontractors

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

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

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

1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

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

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

1-07.18(5) Coverages and Limits

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

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

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

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

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

$1,000,000	Combined single limit each accident

1-07.18(5)C Workers' Compensation

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

1-07.23 Public Convenience and Safety

1-07.23(1) Construction Under Traffic

(February 6, 2023)

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

***

General Requirements:

- Short-term closures may occur only for up to a fifteen minute duration on weekdays between 9:00 and 15:00.
- Weekend work shall not be allowed unless approved by the Engineer in writing.
- Intersection pedestrian access – 3 crossing points to be maintained around any impacted intersection at all times.
- ADA accessible sidewalk/pedestrian route must be present on the opposite side of the street to any sidewalk closures at all times.
- Private driveway access must be maintained at all times unless the Contractor is actively reconstructing the driveway or performing work requiring access closures. Driveway closures will only be permitted with an approved traffic control plan and following Engineer coordination with property owners.
- Temporary roadway and lane configurations must provide uniform grades and allow bicyclists to safely travel. If the Engineer agrees such

accommodations is not feasible, traffic control devices shall direct bicyclists to utilize sidewalk as a first preference or alternative streets as a secondary preference.

- Detour routes shall be to roadways functionally classified as arterials and collectors, per City designation. Detours to other streets shall not be allowed unless approved by the Engineer.
- To limit impacts to local residents, the Contractor shall not perform construction activities within residential areas without written approval.
- To limit impacts to school and after school activities, the Contractor shall not perform construction activities at Lincoln and Mitchell intersection until school is out of session. School buses must have the ability to enter and exit the bus yard located east of project site at Kitsap School District.
- At all times, access must be maintained for:
    - Pedestrians using SE Lundberg RD.
    - Businesses along SE Lundberg RD.
    - Residents living in the neighborhood west of site, along SE Lundberg Rd.
    - Residents, Churches, and Businesses along Lincoln Ave.
    - Residents and Businesses along Bethel Rd SE.
    - Businesses and Churches along Mitchell Rd SE.
    - School Buses entering and existing from South Kitsap School District.

Lane restrictions and roadway closures shall be held to a minimum and length needed for each operation. Lane restrictions and roadway closures may be implemented by the Contractor to support active Contract Work. If the Engineer determines that the lane restrictions or roadway closures are causing congestion, the Contractor shall open all lanes to traffic until the congestion is eliminated. If the Engineer determines lane restrictions and roadway closures are not needed to support active Contractor work, traffic lanes shall be opened for public use within fifteen (15) minutes.

The Contractor may provide a written request to deviate from the lane and roadway closure restrictions, which shall include a rational of deviation. The Engineer may, at their sole discretion, accept the deviation request and approve lane or roadway closure hour deviations. Contractor shall update any Traffic Control Plans with revised closure hours and configuration.

Post School Closure - Requirements:

Traffic shall be phased to accommodate the work elements including, but not limited to:

- Mitchell Roundabout – West side
- Mitchell Roundabout – East side

The Contractor may implement full closures, subject to City approval, of the Mitchell intersection during school closure in the summer when detour routes are set up and maintained. Such closures shall be limited to four consecutive weeks.

The Contractor shall maintain local access during short-term or full closures.

***

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 *** noon (12:00) *** on the day prior to a holiday or holiday weekend, and

4. Before *** noon (12:00) *** 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:

   ***

   - Include Car Show at Christian Life Church during the last two weeks of August.

   ***

   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:

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

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

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

Advance Notification

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

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

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

1-07.24 Rights of Way

(July 23, 2015 APWA GSP)

Delete this section and replace it with the following:

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

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the

work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

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

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

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

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

1-08 PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 Preliminary Matters

(May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1) Preconstruction Conference

(October 10, 2008 APWA GSP)

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

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

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

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

Add the following new section:

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

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

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

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

1-08.1 Subcontracting

(December 30, 2022 APWA GSP, Option A)

Section 1-08.1 is supplemented with the following:

Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to the Engineer a certification (WSDOT Form 420-004) that a written agreement between the Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor has been executed. This certification shall also guarantee that these subcontract agreements include all the documents required by the Special Provision Federal Agency Inspection.

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

1. Request to Sublet Work (WSDOT Form 421-012), and

2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (WSDOT Form 420-004).

The Contractor shall submit to the Engineer a completed Monthly Retainage Report (WSDOT Form 272-065) within 15 calendar days after receipt of every monthly progress payment until every subcontractor and lower tier subcontractor's retainage has been released.

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

1-08.1(9) Required Subcontract Clauses

Clauses Required in Subcontracts of All Tiers

The second paragraph of Section 1-08.1(9)B is supplemented with the following:

(January 24, 2024)

16. 1-07.11 **Requirements for Nondiscrimination** – Item 11 from Section 1-07.11(2).

1-08.3 Progress Schedule

1-08.3(2)B Type B Progress Schedule

(December 30, 2022 APWA GSP)

Revise the first paragraph to read:

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

Revise the first sentence of the second paragraph to read:

The Contractor shall submit *** three (3) *** copies of a Type B Progress Schedule depicting the entire project no later than 21-calendar days after the preconstruction conference.

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work

(July 23, 2015 APWA GSP)

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

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

1-08.5 Time for Completion

(December 30, 2022 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

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

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and all partial or whole days the Engineer declares as unworkable The statement will be identified as a Written Determination by the Engineer. If the Contractor does not agree with the Written Determination of working days, the Contractor shall pursue the protest procedures in accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
   a. Certified Payrolls (per Section 1-07.9(5)).
   b. Material Acceptance Certification Documents
   c. Monthly Reports of Amounts Credited as DBE Participation, as required by the Contract Provisions.
   d. Final Contract Voucher Certification
   e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
   f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
   g. Property owner releases per Section 1-07.24

1-08.6 Suspension of Work

(February 6, 2023)
Contract time may be suspended for procurement of critical materials (Procurement Suspension). In order to receive a Procurement Suspension, the Contractor shall within 21 calendar days after execution by the Contracting Agency, place purchase orders for all materials deemed critical by the Contracting Agency for physical completion of the contract. The Contractor shall provide copies of purchase orders for the critical materials. Such purchase orders shall disclose the purchase order date and estimated delivery dates for such critical material.

The Contractor shall show procurement of the materials listed below as activities in the Progress Schedule. If the approved Progress Schedule indicates that the materials procurement are critical activities, and if the Contractor has provided documentation that purchase orders are placed for the critical materials within the prescribed 21 calendar days, then contract time will be suspended upon physical completion of all critical work except that work dependent upon the below listed critical materials:

***

- Flow detention drainage structures
- Water quality drainage structures
- Illumination systems

***

Charging of contract time will resume upon delivery of the critical materials to the Contractor or *** 70 *** calendar days after execution by the Contracting Agency, whichever occurs first.

1-09.2(1) General Requirements for Weighing Equipment

(December 30, 2022 APWA GSP, Option 2)

Revise item 4 of the fifth paragraph to read:

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

1-09.2(5) Measurement

(December 30, 2022 APWA GSP)

Revise the first paragraph to read:

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

1-09.6 Force Account

(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 the Engineer.

1-09.7 Mobilization

(December 30, 2022 APWA GSP)

Delete this Section and replace it with the following:

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

1. 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

The last paragraph of Section 1-09.8 is revised to read:

(August 3, 2009)

The Contracting Agency will not pay for material on hand when the invoice cost is less than $2,000. As materials are used in the work, credits equaling the partial payments for them will be taken on future estimates. Each month, no later than the estimate due date,

the Contractor shall submit a letter to the Engineer that clearly states: 1) the amount originally paid on the invoice (or other record of production cost) for the items on hand, 2) the dollar amount of the material incorporated into each of the various work items for the month, and 3) the amount that should be retained in material on hand items. If work is performed on the items and the Contractor does not submit a letter, all of the previous material on hand payment will be deducted on the estimate. Partial payment for materials on hand shall not constitute acceptance. Any material will be rejected if found to be faulty even if partial payment for it has been made.

1-09.9 Payments

(December 30, 2022 APWA GSP)

Section 1-09.9 is revised to read:

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

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

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

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

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

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

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

1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;

2. The amount of progress payments previously made; and
3. Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.

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

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

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

If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher Certification or any other documentation required for completion and final acceptance of the Contract, the Contracting Agency reserves the right to establish a Completion Date (for the purpose of meeting the requirements of RCW 60.28) and unilaterally accept the Contract. Unilateral final acceptance will occur only after the Contractor has been provided the opportunity, by written request from the Engineer, to voluntarily submit such documents. If voluntary compliance is not achieved, formal notification of the impending establishment of a Completion Date and unilateral final acceptance will be provided by email with delivery confirmation from the Contracting Agency to the Contractor, which will provide 30 calendar days for the Contractor to submit the necessary documents. The 30 calendar day period will begin on the date the email with delivery confirmation is received by the Contractor. The date the Contracting Agency unilaterally signs the Final Contract Voucher Certification shall constitute the Completion Date and the final acceptance date (Section 1-05.12). The reservation by the Contracting Agency to unilaterally accept the Contract will apply to Contracts that are Physically Completed in accordance with Section 1-08.5, or for Contracts that are terminated in accordance with Section 1-08.10. Unilateral final acceptance of the Contract by the Contracting Agency does not in any way relieve the Contractor of their responsibility to comply with all Federal, State, tribal, or local laws, ordinances, and regulations that affect the Work under the Contract.

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

1-09.11(3) Time Limitation and Jurisdiction
(December 30, 2022 APWA GSP)

Revise this section to read*:*

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

1-09.13 Claims Resolution

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

1-10.1 General

Supplement this section 1-10.1 with the following:

(******)

1. General Description
   It is the intent of these Specifications to minimize traffic disruptions caused by the Contractor's operations while allowing construction work to proceed in an efficient and safe manner. Vehicular and pedestrian access must be maintained at all times during construction.

2. General Requirements
   The Contractor shall keep all traffic lanes clear of equipment and materials during non-working hours. To distinguish construction vehicles from private vehicles, construction vehicles shall be equipped with flashing or rotating amber lights.

3. Unforeseen Conditions
   When unforeseen conditions occur which require traffic control, the Contractor shall cooperate with the Engineer to immediately provide appropriate traffic control

to ensure safety to the travelling public and the personnel and equipment working on this project. Immediate notification shall be given to the police, fire, and bus services if emergency lane closure/detour routes are needed.

1-10.1(2) Description

Supplement section 1-10.1(2) with the following:

(******)
The Contractor shall submit a detailed construction traffic control (for vehicular and pedestrian traffic), detour and signing plan for review and approval a minimum of 5 working days (minimum 10 working days for work requiring full roadway closure) prior to commencement of work. Construction shall not begin until an approved construction traffic control, detour, and signing plan is received from the Engineer.

The Contractor shall be fully responsible for all traffic control, both vehicular, bicycle, and pedestrian, on the project. All signing, cones, and barricades shall conform to the requirements of the current edition of the Manual for Uniform Traffic Control Devices.

The Contractor shall provide “No parking - Tow Away Zone” signs when operations require normally parked vehicles off the street. Such signs shall be posted a minimum of 72 hours prior to any work where parking was allowed, a maximum of 25 feet apart on all affected streets or as directed by the Engineer. If vehicles remain parked after the notice expires, the Contractor shall contact the City of Port Orchard Police Department to make towing arrangements.

The Contractor shall provide all signs and other traffic control devices. The Contractor shall erect and maintain all construction signs, warning signs, detour signs, and other traffic control devices necessary to always warn and protect the public, from injury or damage as result of the Contractor’s operations which may occur on highways, roads, streets, sidewalks, or paths. No work shall be done on or adjacent to any travelled way until all necessary signs and traffic control devices are in place.

The Contractor shall always provide reasonable access through the construction zone to fire, police, emergency vehicles, mail carriers, waste collectors, public transit coaches, and school buses.

1-10.2 Traffic Control Management

1-10.2(1) General

(October 3, 2022)
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://atssa.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

1-10.3 Traffic Control Labor, Procedures and Devices

1-10.3(3) Traffic Control Devices

Section 1-10.3(3) is supplemented with the following:

(******)
Signs, barricades, lights, and other warning devices shall be installed on or adjacent to the roadway per the requirements of the "Manual on Uniform Control Devices for Streets and Highways" and shall be maintained 24 hours a day until the roadway work is completed and ready for traffic. The Contractor shall not begin any work on, or adjacent to, the roadway at any time until all signs and other traffic control devices are in place and operating as outlined in the Standard Specifications, Special Provisions and approved Traffic Control Plan. The Contractor shall maintain the work area to ensure that all traffic signs and other traffic control devices are properly placed and in effect. The Contractor shall replace without delay, signs, and traffic control devices which are misplaced, stolen, mutilated, or destroyed. All signs and traffic control devices which become soiled such that their effectiveness is diminished, as determined by the Engineer, or the Inspector, shall be replaced or cleaned by the Contractor without delay. The Contractor shall provide all construction signs and safety equipment required.

The Contractor shall be required to maintain sufficient warning lights and adequate barricades on all trenches and open excavation to protect moving traffic and

pedestrians. This shall include not only open trenches, but also recently closed trenches that have not been returned to full and safe operating surface for normal use.

All necessary state-certified flagman, barricades, and detour signs shall be furnished and supplied/installed by the Contractor, both during working hours and also when the work is suspended during the construction period. The Contractor shall provide such additional barricades and protective devices as will be required to reasonably protect the workmen, vehicles, bicyclists, pedestrians and animals, from excavated areas during construction period.

As such, the work shall progress in an orderly manner, immediately following thereafter with the minor details, so that all streets may be fully restored to normal use as soon as possible. Restoration of roadway trenches and other work areas that could cause hazards to public safety shall be conducted before the Contractor leaves project site to conduct work at another project site.

1-10.5 Payment

1-10.5(3) Reinstating Unit items with Lump Sum Traffic Control

Supplement with section with the following:

(******)
"Project Temporary Traffic Control", lump sum.

Costs for layout, installation, removal, and transport of project signage shall be included with the Contract lump sum price for "Project Temporary Traffic Control." This Bid item shall also constitute full compensation for all labor, tools, equipment, and materials necessary and incidental to providing traffic and pedestrian control as required throughout the project duration in compliance with the MUTCD including, but not limited to, reflective signage, barricades, lights, traffic cones, and temporary pavement markings. Providing Class A signs, Class B signs, flaggers and a Traffic Control Supervisor during all periods of construction activities within the public streets shall be included in the lump sum Bid item "Project Temporary Traffic Control".

Developing, updating, and implementing an approved Traffic Control or Detour Plan shall be considered incidental to the "Project Temporary Traffic Control" lump sum cost and will not be measured for separate payment.

No separate payment will be made for materials used to maintain temporary traffic that are not incorporated into the final improvements. Such materials shall be included in and considered incidental to "Project Temporary Traffic Control".

All costs for minimizing drop-offs and maintaining access to existing streets and driveways including, but not limited to, steel sheeting, and channelization devices, shall be included by the Contractor in the lump sum Bid price for "Project Temporary Traffic Control". No additional or separate compensation will be allowed.

The Lump Sum bid item for "Project Temporary Traffic Control" shall cover the cost to provide temporary traffic control for the for each and every working day (the entire contract duration) allowed as defined in Section 1-08.5 of these Special Provisions. The total allowable working days defined for this contract includes sufficient time to

complete all work associated with items allocated to “Minor Change” and Force Account items. Should the Contractor complete the work in fewer working days than allowed the Contract Lump Sum item will be paid in full and shall be considered an incentive to the Contractor for early completion.

Division 2
Earthwork

2-01 Clearing, Grubbing, and Roadside Cleanup

2-01.1 Description

Section 2-01.1 is supplemented with the following:

(******)
Clearing limits for the project shall be all surfacing within the areas of demolition as required to construct the improvements shown in the Plans. The Contractor shall protect existing improvements such as, but not limited to, rockeries, curbing, landscaping, light poles, utility poles, sidewalk, irrigation, and other items that fall outside the areas required to construct the improvements from damage.

2-01.5 Payment

Section 2-01.5 is supplemented with the following:

(******)
No separate bid item for “Clearing & Grubbing” is included in the Proposal, the work shall be considered incidental to other bid items in the Proposal and payment will be included in the other unit contract prices.

2-02 Removal of Structures and Obstructions

2-02.1 Description

Section 2-02.1 is supplemented with the following:

(******)
The Contractor shall remove and dispose of all materials and structures noted on the Plans and Special Provisions for which a specific bid item has not been provided in the Proposal, as well as any other materials not noted for removal, but necessary for the construction of this project. Saw cutting shall be considered incidental to other items of work, and no separate payment shall be made.

Existing improvements to remain that are damaged shall be replaced to City of Port Orchard Standards at no additional cost to the Contracting Agency.

The Contractor shall be responsible for construction debris causing damage to vehicles. This responsibility includes, but not limited to, broken windows and flat tires.

Any private improvements in the rights-of-way and easement areas shall not be removed until permission has been given by the Contracting Agency.

The waste material shall be hauled to a waste site arranged for by the Contractor.

Removal of items contained in the section or in other sections of the Special Provisions and not identified with a separate pay item shall be considered incidental to the construction, and the costs thereof shall be included in other items of the Contract.

See Section 5-04 if the Special Provisions for Temporary Pavement.

2-02.3 Construction Requirements

(September 7, 2021)
Removal of Obstructions

The following miscellaneous Obstructions shall be removed and disposed of:

***

1. Saw cut, remove and dispose of existing concrete driveways at the locations as shown on the Plans.

2. Remove and dispose of existing signs and sign foundations at the locations as shown on the Plans.

3. Remove and dispose of existing chain link fence at locations shown on the Plans.

***

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

(******)

The Contractor shall assume that the approximate thickness of cement concrete sidewalk annotated for removal is 4-inches. Refer to geotechnical report in Appendix B for information on cement concrete sidewalk and asphalt pavement thickness.

Removal and proper off-site disposal of asphalt and concrete pavements, asphalts and concrete curb, gutters, and sidewalk not identified by the Contract Documents shall be incidental to adjacent items of work.

Add the following new section:

(******)

2-02.3(4)A Protection and Support of Existing Utilities

The Contractor shall provide protection and support of all existing utilities facilities crossing the work area during construction. All utilities shall remain fully operational throughout the life of this contract unless otherwise stated in these provisions.

Locations of possible conflicts at utility crossings can be seen on the Plans. Based on the actual location of utility markings, it may be necessary to uncover the existing utilities to determine exact locations and depths.

The Contractor shall be responsible for potholing existing utilities far enough ahead of work to allow deflection or realignment of main and appurtenances to avoid conflicts.

Add the following new section:

(******)

2-02.3(4)B Removal of Light Poles and Miscellaneous Traffic Signal Items

The Contractor shall salvage street light mast arms as shown in the Plans. The Contractor shall coordinate with the City of Port Orchard and (Company that owns all illumination in Port Orchard) on delivery of salvaged street lights based on the requirements of this section.

The Contractor shall notify the Engineer and (Company) a minimum of 10 days in advance of signal removal in order to coordinate shutoff of signal system. All casings, pipe, traffic signal equipment, poles, and other material of recoverable value identified to be salvaged from the project as City's discretion shall be carefully delivered to the City of Port Orchard Maintenance & Operations Building (216 Prospect Street, port Orchard, WA 98506) in their existing condition.

The Contractor shall provide notice to the Engineer a minimum of 3 (three) working days prior to the delivery of any salvaged item.

Following the removal of items to be salvaged, at City's discretion, the Contractor shall protect the items and all component parts from loss or damage until such time as they are delivered and received by the City. Lost, stolen, damaged, or destroyed items shall be replaced in kind by the Contractor, at the Contractor's expense. The Contractor shall label all salvaged streetlights, mast arms, and equipment with the City contract number and salvage location. The labels shall be removable, weatherproof tags that will not mark or damage the salvaged item. All costs incurred by the Contractor for coordination, salvage, and delivery shall be considered incidental to the other items of this work, no additional payment shall be made.

When an item is annotated for removal, the removal shall include all items that may be attached and/or connected to it. If adjacent items are not annotated for removal but are associated with an item that is annotated, and it would be reasonable to assume that the item should have been annotated for removal, then the Contractor shall include the removal of the additional item in the cost of the annotated item. For example, if traffic signals are annotated for removal, then it would be reasonable to assume that the poles would also be removed, even if not annotated in the Plans. The Contractor shall coordinate the removal of all items with the Engineer a minimum of 10 workings days before they are removed.

2-02.4 Measurement

Section 2-02.4 is supplemented with the following:

(******)

"Removing Cement Conc. Sidewalk" shall be measured per square yards, regardless of depth and shall include concrete driveway approaches, sidewalk, curb ramps, and slabs regardless of depth.

"Removing Cement Conc. Traffic Curb" shall be measured per linear foot.

No specific unit of measurement shall apply to the lump sum bid item for “Removal of Structures and Obstructions”.

No additional measurement for potholing. Costs associated with potholing shall be incidental to the project. The Contractor responsible for potholing far enough ahead of trenching to allow deflection/realignment/repositioning to avoid conflicts.

2-02.5 Payment

Section 2-02.5 is supplemented with the following:

(******)
“Removal of Structures and Obstructions”, per lump sum.

All items noted for removal/abandonment or salvage on the Plans to which other Bid Items do not apply shall be considered included in the lump sum Bid Item “Removal of Structures and Obstructions” including, but not limited to, the items shown on the Plans and those specified herein. Demolition, haul, and disposal of all structures and materials to which this Bid Item applies shall also be considered incidental. Filling void left after removal of structures or pipe shall not be measured for payment.

“Removing Cement Conc. Sidewalk”, per square yard.

The unit contract price, per square yard, for “Removing Cement Conc. Sidewalk” shall be full compensation for all labor, tools, and equipment costs necessary or incidental to completely remove concrete sidewalks, curb ramps, driveways, and slabs, regardless of depths, to the nearest joint and dispose of at an off-site location.

“Removing Cement Conc. Curb”, per linear foot.

The unit contract price, per linear foot, for “Removing Cement Conc. Curb” shall be full compensation for all labor, tools, and equipment costs necessary or incidental to completely remove concrete sidewalks, curb ramps, driveways, and slabs, regardless of depths, to the nearest joint and dispose of at an off-site location.

Division 5
Surface Treatments and Pavements

5-04 Hot Mix Asphalt
(January 31, 2023 APWA GSP)

Delete Section 5-04, Hot Mix Asphalt, and replace it with the following:

5-04.1 Description

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

in accordance with these Specifications. WMA processes include organic additives, chemical additives, and foaming.

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

5-04.2 Materials

Materials shall meet the requirements of the following sections:

Asphalt Binder	9-02.1(4)
Cationic Emulsified Asphalt	9-02.1(6)
Anti-Stripping Additive	9-02.4
HMA Additive	9-02.5
Aggregates	9-03.8
Recycled Asphalt Pavement (RAP)	9-03.8(3)B, 9-03.21
Reclaimed Asphalt Shingles (RAS)	9-03.8(3)B, 9-03.21
Mineral Filler	9-03.8(5)
Recycled Material	9-03.21

The Contract documents may establish that the various mineral materials required for the manufacture of HMA will be furnished in whole or in part by the Contracting Agency. If the documents do not establish the furnishing of any of these mineral materials by the Contracting Agency, the Contractor shall be required to furnish such materials in the amounts required for the designated mix. Mineral materials include coarse and fine aggregates, and mineral filler.

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

The Contractor may use up to 20 percent RAP by total weight of HMA with no additional sampling or testing of the RAP.

If the Contractor wishes to utilize High RAP/Any RAS, the design must be listed on the WSDOT Qualified Products List (QPL).

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

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

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

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

5-04.2(1) How to Get an HMA Mix Design on the QPL

If the Contractor wishes to submit a mix design for inclusion in the Qualified Products List (QPL), please follow the WSDOT process outlined in Standard Specification 5-04.2(1).

5-04.2(1)A Vacant

5-04.2(2) Mix Design - Obtaining Project Approval

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

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

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

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

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

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

Mix designs for HMA accepted by Nonstatistical evaluation shall:

- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and stripping are at the discretion of the Engineer, and 9-03.8(6).

- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with AASHTO T 283 or T 324 or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

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

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

For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and design level of ESALs appropriate for the required use.

5-04.2(2)B Using Warm Mix Asphalt Processes

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

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

5-04.3 Construction Requirements

5-04.3(1) Weather Limitations

Do not place HMA for wearing course on any Traveled Way beginning October 1st through March 31st of the following year without written concurrence from the Engineer.

Do not place HMA on any wet surface, or when the average surface temperatures are less than those specified below, or when weather conditions otherwise prevent the proper handling or finishing of the HMA.

Minimum Surface Temperature for Paving

Compacted Thickness (Feet)	Wearing Course	Other Courses
Less than 0.10	55°F	45°F
0.10 to .20	45°F	35°F
More than 0.20	35°F	35°F

5-04.3(2) Paving Under Traffic

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

The Contractor shall keep intersections open to traffic at all times except when paving the intersection or paving across the intersection. During such time, and provided that there has been an advance warning to the public, the intersection may be closed for the minimum time required to place and compact the mixture. In hot weather, the Engineer may require the application of water to the pavement to accelerate the finish rolling of the pavement and to shorten the time required before reopening to traffic.

Before closing an intersection, advance warning signs shall be placed, and signs shall also be placed marking the detour or alternate route.

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

All costs in connection with performing the Work in accordance with these requirements, except the cost of temporary pavement markings, shall be included in the unit Contract prices for the various Bid items involved in the Contract.

5-04.3(3) Equipment

5-04.3(3)A Mixing Plant

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

1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.

2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.

3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.

4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field-testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).

5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the following methods:

    a. A mechanical sampling device attached to the HMA plant.

    b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

5-04.3(3)B Hauling Equipment

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

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

5-04.3(3)C Pavers

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

The HMA paver shall be in good condition and shall have the most current equipment available from the manufacturer for the prevention of segregation of the HMA mixture

installed, in good condition, and in working order. The equipment certification shall list the make, model, and year of the paver and any equipment that has been retrofitted.

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

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

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

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

5-04.3(3)D Material Transfer Device or Material Transfer Vehicle

A Material Transfer Device/Vehicle (MTD/V) shall only be used with the Engineer's approval, unless otherwise required by the Contract.

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

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

To be approved for use, an MTV:

1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.

2. Shall not be connected to the hauling vehicle or paver.

3. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.

4. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.

5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

To be approved for use, an MTD:

1. Shall be positively connected to the paver.

2. May accept HMA directly from the haul vehicle or pick up HMA from a windrow.

3. Shall mix the HMA after delivery by the hauling equipment and prior to placement into the paving machine.

4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the mixture.

5-04.3(3)E Rollers

Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire type, in good condition and capable of reversing without backlash. Operation of the roller shall be in accordance with the manufacturer's recommendations. When ordered by the Engineer for any roller planned for use on the project, the Contractor shall provide a copy of the manufacturer's recommendation for the use of that roller for compaction of HMA. The number and weight of rollers shall be sufficient to compact the mixture in compliance with the requirements of Section 5-04.3(10). The use of equipment that results in crushing of the aggregate will not be permitted. Rollers producing pickup, washboard, uneven compaction of the surface, displacement of the mixture or other undesirable results shall not be used.

5-04.3(4) Preparation of Existing Paved Surfaces

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

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

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

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

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

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

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

5-04.3(4)A Crack Sealing

When the Proposal includes a pay item for crack sealing, seal cracks in accordance with Section 5-03.

5-04.3(4)B Vacant

5-04.3(4)C Pavement Repair

The Contractor shall excavate pavement repair areas and shall backfill these with HMA in accordance with the details shown in the Plans and as marked in the field. The Contractor shall conduct the excavation operations in a manner that will protect the pavement that is to remain. Pavement not designated to be removed that is damaged as a result of the Contractor's operations shall be repaired by the Contractor to the satisfaction of the Engineer at no cost to the Contracting Agency. The Contractor shall

excavate only within one lane at a time unless approved otherwise by the Engineer. The Contractor shall not excavate more area than can be completely finished during the same shift, unless approved by the Engineer.

Unless otherwise shown in the Plans or determined by the Engineer, excavate to a depth of 1.0 feet. The Engineer will make the final determination of the excavation depth required. The minimum width of any pavement repair area shall be 40 inches unless shown otherwise in the Plans. Before any excavation, the existing pavement shall be sawcut or shall be removed by a pavement grinder. Excavated materials will become the property of the Contractor and shall be disposed of in a Contractor-provided site off the Right of Way or used in accordance with Sections 2-02.3(3) or 9-03.21.

Asphalt for tack coat shall be required as specified in Section 5-04.3(4). A heavy application of tack coat shall be applied to all surfaces of existing pavement in the pavement repair area.

Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot compacted depth. Lifts that exceed 0.35-foot of compacted depth may be accomplished with the approval of the Engineer. Each lift shall be thoroughly compacted by a mechanical tamper or a roller.

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

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

5-04.3(5)A Vacant

5-04.3(6) Mixing

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

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

Storing or holding of the HMA in approved storage facilities will be permitted with approval of the Engineer, but in no event shall the HMA be held for more than 24 hours. HMA held for more than 24 hours after mixing shall be rejected. Rejected HMA shall be

disposed of by the Contractor at no expense to the Contracting Agency. The storage facility shall have an accessible device located at the top of the cone or about the third point. The device shall indicate the amount of material in storage. No HMA shall be accepted from the storage facility when the HMA in storage is below the top of the cone of the storage facility, except as the storage facility is being emptied at the end of the working shift.

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

5-04.3(7) Spreading and Finishing

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

HMA Class 1”		0.35 feet
HMA Class ¾” and HMA Class ½”		
	wearing course	0.30 feet
	other courses	0.35 feet
HMA Class ⅜”		0.15 feet

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

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

5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA

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

5-04.3(9) HMA Mixture Acceptance

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

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

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

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

HMA Tolerances and Adjustments

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

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

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

   For Aggregates in the mixture:

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

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

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

2. Job Mix Formula Adjustments – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.

   a. **Aggregates** –2 percent for the aggregate passing the 1½″, 1″, ¾″, ½″, ⅜″, and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).

   b. **Asphalt Binder Content** – The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent.

5-04.3(9)A Vacant

5-04.3(9)B Vacant

5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation

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

5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots

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

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

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

5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

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

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

For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test shall be performed. In all cases, a minimum of 3 samples will be obtained at the point of acceptance, a minimum of one of the three samples will be tested for conformance to the JMF:

- If the test results are found to be within specification requirements, additional testing will be at the Engineer's discretion.

- If test results are found not to be within specification requirements, additional testing of the remaining samples to determine a CPF shall be performed.

5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing

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

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

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

5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors

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

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

Each lot of HMA produced under Nonstatistical Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the nonstatistical tolerance limits in the Job Mix Formula shown in Table of Price Adjustment Factors, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the

CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the Roadway shall be tested to provide a minimum of three sets of results for evaluation.

5-04.3(9)C5 Vacant

5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments

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

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

5-04.3(9)C7 Mixture Nonstatistical Evaluation - Retests

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

5-04.3 (9)D Mixture Acceptance – Commercial Evaluation

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

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

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

5-04.3(10) HMA Compaction Acceptance

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

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

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

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

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

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

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

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

Test Results

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

When cores are taken by the Contracting Agency at the request of the Contractor, they shall be requested by noon of the next workday after the test results for the sublot have been provided or made available to the Contractor. Core locations shall be outside of wheel paths and as determined by the Engineer. Traffic control shall be provided by the Contractor as requested by the Engineer. Failure by the Contractor to provide the requested traffic control will result in forfeiture of the request for cores. When the CPF for the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will be deducted from any monies due or that may become due the Contractor under the Contract at the rate of $200 per core and the Contractor shall pay for the cost of the traffic control.

5-04.3(10)A HMA Compaction – General Compaction Requirements

Compaction shall take place when the mixture is in the proper condition so that no undue displacement, cracking, or shoving occurs. Areas inaccessible to large compaction equipment shall be compacted by other mechanical means. Any HMA that becomes loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way defective, shall be removed and replaced with new hot mix that shall be immediately compacted to conform to the surrounding area.

The type of rollers to be used and their relative position in the compaction sequence shall generally be the Contractor's option, provided the specified densities are attained. Unless the Engineer has approved otherwise, rollers shall only be operated in the static mode when the internal temperature of the mix is less than 175°F. Regardless of mix temperature, a roller shall not be operated in a mode that results in checking or cracking of the mat. Rollers shall only be operated in static mode on bridge decks.

5-04.3(10)B HMA Compaction - Cyclic Density

Low cyclic density areas are defined as spots or streaks in the pavement that are less than 90 percent of the theoretical maximum density. At the Engineer's discretion, the Engineer may evaluate the HMA pavement for low cyclic density, and when doing so will follow WSDOT SOP 733. A $500 Cyclic Density Price Adjustment will be assessed for any 500-foot section with two or more density readings below 90 percent of the theoretical maximum density.

5-04.3(10)C Vacant

5-04.3(10)D HMA Nonstatistical Compaction

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

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

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

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

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

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

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

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

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

For each compaction lot with one or two sublots, having all sublots attain a relative density that is 92 percent of the reference maximum density the HMA shall be accepted at the unit Contract price with no further evaluation. When a sublot does not attain a relative density that is 92 percent of the reference maximum density, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The maximum CPF shall be 1.00, however, lots with a calculated CPF in excess of 1.00 will be used to offset lots with CPF values below 1.00 but greater than 0.90. Lots with CPF lower than 0.90 will be evaluated for compliance per 5-04.3(11). Additional testing by either a nuclear moisture-density gauge or cores will be completed as required to provide a minimum of three tests for evaluation.

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

5-04.3(11) Reject Work

5-04.3(11)A Reject Work General

Work that is defective or does not conform to Contract requirements shall be rejected. The Contractor may propose, in writing, alternatives to removal and replacement of rejected material. Acceptability of such alternative proposals will be determined at the sole discretion of the Engineer. HMA that has been rejected is subject to the requirements in Section 1-06.2(2) and this specification, and the Contractor shall submit a corrective action proposal to the Engineer for approval.

5-04.3(11)B Rejection by Contractor

The Contractor may, prior to sampling, elect to remove any defective material and replace it with new material. Any such new material will be sampled, tested, and evaluated for acceptance.

5-04.3(11)C Rejection Without Testing (Mixture or Compaction)

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

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

5-04.3(11)D Rejection - A Partial Sublot

In addition to the random acceptance sampling and testing, the Engineer may also isolate from a normal sublot any material that is suspected of being defective in relative density, gradation or asphalt binder content. Such isolated material will not include an original sample location. A minimum of three random samples of the suspect material will be obtained and tested. The material will then be statistically evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)E Rejection - An Entire Sublot

An entire sublot that is suspected of being defective may be rejected. When a sublot is rejected a minimum of two additional random samples from this sublot will be obtained. These additional samples and the original sublot will be evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)F Rejection - A Lot in Progress

The Contractor shall shut down operations and shall not resume HMA placement until such time as the Engineer is satisfied that material conforming to the Specifications can be produced:

1. When the CPF of a lot in progress drops below 1.00 and the Contractor is taking no corrective action, or
2. When the Pay Factor (PF) for any constituent of a lot in progress drops below 0.95 and the Contractor is taking no corrective action, or
3. When either the PF for any constituent or the CPF of a lot in progress is less than 0.75.

5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)

An entire lot with a CPF of less than 0.75 will be rejected.

5-04.3(12) Joints

5-04.3(12)A HMA Joints

5-04.3(12)A1 Transverse Joints

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

A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a transverse joint as a result of paving or planing is open to traffic. The HMA in the temporary wedge shall be separated from the permanent HMA by strips of heavy wrapping paper or other methods approved by the Engineer. The wrapping paper shall be removed and the joint trimmed to a slightly beveled edge for the full thickness of the course prior to resumption of paving.

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

5-04.3(12)A2 Longitudinal Joints

The longitudinal joint in any one course shall be offset from the course immediately below by not more than 6 inches nor less than 2 inches. All longitudinal joints constructed in the wearing course shall be located at a lane line or an edge line of the Traveled Way. A notched wedge joint shall be constructed along all longitudinal joints in the wearing surface of new HMA unless otherwise approved by the Engineer. The notched wedge joint shall have a vertical edge of not less than the maximum aggregate size or more than ½ of the compacted lift thickness and then taper down on a slope not

steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be uniformly compacted.

5-04.3(12)B Bridge Paving Joint Seals

Bridge Paving Joint Seals shall be in accordance with Section 5-03.

5-04.3(13) Surface Smoothness

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than ⅛ inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than ¼ inch in 10 feet from the rate of transverse slope shown in the Plans.

When deviations in excess of the above tolerances are found that result from a high place in the HMA, the pavement surface shall be corrected by one of the following methods:

1. Removal of material from high places by grinding with an approved grinding machine, or

2. Removal and replacement of the wearing course of HMA, or

3. By other method approved by the Engineer.

Correction of defects shall be carried out until there are no deviations anywhere greater than the allowable tolerances.

Deviations in excess of the above tolerances that result from a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Engineer, will not produce satisfactory results will be accepted with a price adjustment. The Engineer shall deduct from monies due or that may become due to the Contractor the sum of $500.00 for each and every section of single traffic lane 100 feet in length in which any excessive deviations described above are found.

When utility appurtenances such as manhole covers and valve boxes are located in the traveled way, the utility appurtenances shall be adjusted to the finished grade prior to paving. This requirement may be waived when requested by the Contractor, at the discretion of the Engineer or when the adjustment details provided in the project plan or specifications call for utility appurtenance adjustments after the completion of paving.

Utility appurtenance adjustment discussions will be included in the Pre-Paving and Pre-Planing Briefing (5-04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior to the start of paving.

5-04.3(14) Planing Bituminous Pavement

The planing plan must be approved by the Engineer and a pre-planing meeting must be held prior to the start of any planing. See Section 5-04.3(14)B2 for information on planing submittals.

Where planing an existing pavement is specified in the Contract, the Contractor must remove existing surfacing material and to reshape the surface to remove irregularities. The finished product must be a prepared surface acceptable for receiving an HMA overlay.

Use the cold milling method for planing unless otherwise specified in the Contract. Do not use the planer on the final wearing course of new HMA.

Conduct planing operations in a manner that does not tear, break, burn, or otherwise damage the surface which is to remain. The finished planed surface must be slightly grooved or roughened and must be free from gouges, deep grooves, ridges, or other imperfections. The Contractor must repair any damage to the surface by the Contractor's planing equipment, using an Engineer approved method.

Repair or replace any metal castings and other surface improvements damaged by planing, as determined by the Engineer.

A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a minimum of 4 inches of curb reveal after placement and compaction of the final wearing course. The dimensions of the wedge must be as shown on the Drawings or as specified by the Engineer.

A tapered wedge cut must also be made at transitions to adjoining pavement surfaces (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line with vertical faces 2 inches or more in height, producing a smooth transition to the existing adjoining pavement.

After planing is complete, planed surfaces must be swept, cleaned, and if required by the Contract, patched and preleveled.

The Engineer may direct additional depth planing. Before performing this additional depth planing, the Contractor must conduct a hidden metal in pavement detection survey as specified in Section 5-04.3(14)A.

5-04.3(14)A Pre-Planing Metal Detection Check

Before starting planing of pavements, and before any additional depth planing required by the Engineer, the Contractor must conduct a physical survey of existing pavement to be planed with equipment that can identify hidden metal objects.

Should such metal be identified, promptly notify the Engineer.

See Section 1-07.16(1) regarding the protection of survey monumentation that may be hidden in pavement.

The Contractor is solely responsible for any damage to equipment resulting from the Contractor's failure to conduct a pre-planing metal detection survey, or from the Contractor's failure to notify the Engineer of any hidden metal that is detected.

5-04.3(14)B Paving and Planing Under Traffic

5-04.3(14)B1 General

In addition, the requirements of Section 1-07.23 and the traffic controls required in Section 1-10, and unless the Contract specifies otherwise or the Engineer approves, the Contractor must comply with the following:

1. Intersections:

   a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Traffic Engineer. Each individual intersection closure or partial closure must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).

   b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.

   c. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.

   d. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.

   e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer.

2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.

3. Permanent pavement marking must comply with Section 8-22.

5-04.3(14)B2 Submittals - Planing Plan and HMA Paving Plan

The Contractor must submit a separate planing plan and a separate paving plan to the Engineer at least 5 Working Days in advance of each operation's activity start date. These plans must show how the moving operation and traffic control are coordinated, as they will be discussed at the pre-planing briefing and pre-paving briefing. When requested by the Engineer, the Contractor must provide each operation's traffic control plan on 24 x 36 inch or larger size Shop Drawings with a scale showing both the area of operation and sufficient detail of traffic beyond the area of operation where detour traffic may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be changed if the Engineer agrees sufficient detail is shown.

The planing operation and the paving operation include, but are not limited to, metal detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying, staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at the briefing.

When intersections will be partially or totally blocked, provide adequately sized and noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in advance. The traffic control plan must show where police officers will be stationed when signalization is or may be, countermanded, and show areas where flaggers are proposed.

At a minimum, the planing and the paving plan must include:

1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the sequencing of traffic control consistent with the proposed planing and paving sequence, and scheduling of placement of temporary pavement markings and channelizing devices after each day's planing, and paving.

2. A copy of each intersection's traffic control plan.

3. Haul routes from supplier facilities, and locations of temporary parking and staging areas, including return routes. Describe the complete round trip as it relates to the sequencing of paving operations.

4. Names and locations of HMA supplier facilities to be used.

5. List of all equipment to be used for paving.

6. List of personnel and associated job classification assigned to each piece of paving equipment.

7. Description (geometric or narrative) of the scheduled sequence of planing and of paving and intended area of planing and of paving for each day's work, must include the directions of proposed planing and of proposed paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection planing and paving scheduling and sequencing, and proposed notifications and coordinations to be timely made. The plan must show HMA joints relative to the final pavement marking lane lines.

8. Names, job titles, and contact information for field, office, and plant supervisory personnel.

9. A copy of the approved Mix Designs.

10. Tonnage of HMA to be placed each day.

11. Approximate times and days for starting and ending daily operations.

5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing

At least 2 Working Days before the first paving operation and the first planing operation, or as scheduled by the Engineer for future paving and planing operations to ensure the Contractor has adequately prepared for notifying and coordinating as required in the Contract, the Contractor must be prepared to discuss that day's operations as they relate to other entities and to public safety and convenience, including driveway and business access, garbage truck operations, transit operations and working around energized overhead wires, school and nursing home and hospital and other accesses, other Contractors who may be operating in the area, pedestrian and bicycle traffic, and emergency services. The Contractor, and Subcontractors that may be part of that day's operations, must meet with the Engineer and discuss the proposed operation as it relates to the submitted planing plan and paving plan, approved traffic control plan, and public convenience and safety. Such discussion includes, but is not limited to:

1. General for both the Paving and Planing:

   a. The actual times of starting and ending daily operations.

   b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.

   c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, public convenience and safety, and other Contractors who may operate in the Project limits.

   d. Notifications required of Contractor activities and coordinating with other entities and the public as necessary.

   e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and paving.

f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed.

g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, streetcar rail, and castings, before planing as per Section 5-04.3(14)B2.

h. Description of how flaggers will be coordinated with the planing, paving, and related operations.

i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.

j. Other items the Engineer deems necessary to address.

2. Paving – additional topics:

a. When to start applying tack and coordinating with paving.

b. Types of equipment and numbers of each type of equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type of equipment as it relates to meeting Specification requirements.

c. Number of JMFs to be placed, and if more than one JMF is used, how the Contractor will ensure different JMFs are distinguished, how pavers and how MTVs are distinguished, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.

d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and supplier shutdown of operations.

e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

5-04.3(15) Sealing Pavement Surfaces

Apply a fog seal where shown in the plans. Construct the fog seal in accordance with Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to opening to traffic.

5-04.3(16) HMA Road Approaches

Construct HMA approaches at the locations shown in the Plans or where staked by the Engineer, in accordance with Section 5-04.

5-04.4 Measurement

HMA Cl. ___ PG ___, HMA for ___ Cl. ___ PG ___, and Commercial HMA will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component of the mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-04.3(11), the material removed will not be measured.

Planing bituminous pavement will be measured by the square yard.

5-04.5 Payment

Payment will be made for each of the following Bid items that are included in the Proposal:

"HMA Cl. ___ PG ___", per ton.

"Commercial HMA", per ton.

The unit Contract price per ton for "HMA Cl. ___ PG ___", "HMA for Approach Cl. ___ PG ___", "HMA for Preleveling Cl. ___ PG ___", "HMA for Pavement Repair Cl. ___ PG ___", and "Commercial HMA" shall be full compensation for all costs, including anti-stripping additive, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal.

"Planing Bituminous Pavement", per square yard.

The unit Contract price per square yard for "Planing Bituminous Pavement" shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(14).

5-05 Cement Concrete Pavement

5-05.1 Description

(August 6, 2012)
This Work consists of furnishing and placing pigmented, textured, or textured and pigmented cement concrete pavement at the locations and depth as shown in the Plans.

5-05.2 Materials

Section 5-05.2 is supplemented with the following:

(November 20, 2023)
Pigment color for cement concrete pavement shall match SAE-AMS-STD-595 Color # ***

Primary Pigment - Brick:

Manufacturer	Pigment Color
BASF	"Red River Clay" RC5006
Bromanite	"Brick Red"
Davis Colors	"Brick Red", 160
Increte Systems	"Brick Red"
Solomon Colors	"Brick", 417

***

The pigment shall be incorporated in accordance with the manufacturer's recommendations.

5-05.3 Construction Requirements

Section 5-05.3 is supplemented with the following:

(August 6, 2012)
Pigmented Cement Concrete

Curing shall be in accordance with Section 5-05.3(13) and be applied to the surface in accordance with the manufacturer's recommendations. If liquid membrane-forming concrete curing compound is used it shall meet the requirements of ASTM C 309 Type 1-D.

The Contractor shall provide a 2 foot by 2 foot sample panel, that has been cured a minimum seven days, showing the color of cement concrete to the Engineer for acceptance before placing any pigmented cement concrete pavement.

(August 6, 2012)
Textured Cement Concrete

Textured cement concrete pavement pattern shall be one chosen from the manufactures and patterns listed below:

***

Primary Pattern – Brick:

Manufacturer	Pattern
Bomanite	"Running Bond Cobblestone"
Brickform	"Pennsylvania Cobble-Sanded Joint", TM 820
Increte Systems, Inc.	"Euro Cobble Running Bond", SECR S001

***

A mat or stamp shall be used to imprint the pattern into the concrete surface.

Curing shall be in accordance with Section 5-05.3(13) and be applied to the surface in accordance with the manufacturer's recommendations. If liquid membrane-forming concrete curing compound is used it shall meet the requirements of ASTM C 309 Type 1-D.

5-05.3(1) Concrete Mix Design for Paving

Item number 1 of Section 5-05.3(1) is supplemented with the following:

(January 2, 2018)
Coarse aggregate derived from the recycling of Cement Concrete Pavement removed from the project may be used as coarse aggregate or blended with coarse aggregate for Cement Concrete Pavement. The Contractor shall remove all bituminous material, joint sealant and backer material from the existing pavement prior to removal for recycling. The recycled concrete aggregates shall meet the requirements of Section 9-03.21(1)B. Cement Concrete Pavement experiencing carbonate silica reaction, sulfate reaction, D cracking or any other conditions that may affect concrete durability shall not be used. Cement Concrete Pavement mix designs using recycled concrete aggregates will require the use of Low Alkali Cement or 25 percent Class F fly ash by total weight of the cementitious materials or the Contractor shall submit evidence that other ASR mitigating measures control expansion in accordance with Section 9-03.1(1).

Section 5-05.3(1) is supplemented with the following:

(November 20, 2023)
Aggregate for Textured Cement Concrete Pavement
Fine aggregate and coarse aggregate shall be a combined gradation in accordance with Section 9-03.1(5) and have a nominal maximum aggregate size equal to ½-inch, ¾-inch, 1-inch, or 1-½-inch sieve.

The Contractor shall select the nominal maximum aggregate size that allows the specified textured cement concrete pavement pattern to be imprinted into the concrete surface to the depth specified for the textured pattern. If the textured cement concrete pattern is unsatisfactory, the Contractor shall remove and replace the concrete pavement at no expense to the Contracting Agency.

5-05.4 Measurement

Section 5-05.4 is supplemented with the following:

(August 6, 2012)
Pigmented, textured, or textured and pigmented cement concrete pavement will be measured by the square yard placed.

5-05.5 Payment

Section 5-05.5 is supplemented with the following:

(August 6, 2012)
“Pigmented Cement Concrete Pavement”, per square yard
The unit Contract price per square yard for Pigmented Cement Concrete Pavement shall be full pay for all costs incurred to perform the Work in this Specification.

(August 5, 2013)

All costs in connection with conducting concrete pavement maturity testing and surface cleaning prior to opening to traffic shall be included in the unit Contract price per cubic yard for "Cement Conc. Pavement" and per square yard for "Replace Cement Concrete Panel", if either or both of the items are included in the Contract.

Division 6
Structures

(******)

Add the following new section:

6-20 Modular Block Walls

6-20.1 Description

This work consists of constructing modular block walls using small concrete masonry units produced by a specialty manufacturer.

6-20.2 Materials

Materials shall meet the requirements of the following sections:

Crushed Surfacing Base Course	9-03.9(3)
Gravel Backfill for Walls	9-03.12(2)
Gravel Backfill for Drains	9-03.12(4)
Underdrain Pipe	9-05.2(7)
Geogrid for Soil Reinforcement	9-33

Geotextile for Underground Drainage shall meet the requirements for nonwoven moderate survivability on Table 1 of section 9-33.2(1)

Concrete Masonry Units shall be made from Portland cement, water, and aggregates, and shall have the following general properties:

Bond configuration - running with bonds nominally located at midpoint vertically adjacent units, in both straight and curved alignments.

Exposed surfaces of units shall be free of chips, cracks or other imperfections when viewed from a distance of 10 feet under diffused lighting.

Concrete materials shall conform to the requirements of ASTM C1372 - Standard Specifications for Segmental Retaining Wall Units.

Concrete units shall conform to the following structural and geometric requirements measured in accordance with ASTM C140 Sampling and Testing Concrete Masonry Units:

- Compressive strength: ≥ 3000 psi (21 MPa);
- Absorption: ≤ 8 % (6% in northern states) for standard weight aggregates;

- Dimensional tolerances: ± 1/8" from nominal unit dimensions not including rough split face, ±1/16" unit height - top and bottom planes;
- Unit size: 8" (H) x 18" (W) minimum x 18" (D) minimum;
- Unit weight: 100-lbs/unit minimum for standard weight aggregates.

Concrete units shall conform to the following performance testing:

- Inter-unit shear strength in accordance with ASTM D6916 (NCMA SRWU-2): 1500-plf minimum at 2-psi normal pressure;

Concrete units shall conform to the following constructability requirements:

- Vertical setback: 1/8”± per course (near vertical) or 1”+ per course per the design;
- Alignment and grid positioning mechanism: fiberglass pins, two per unit minimum;
- Horizontal gap between erected units shall be ≤ 1/2 inch.

Shear connectors shall be 1/2-inch diameter thermoset isophthalic polyester resin-pultruded fiberglass reinforcement rods to provide connection between vertically and horizontally adjacent units with the following requirements:

Flexural Strength in accordance with ASTM D4476: 128,000 psi minimum;
Short Beam Shear in accordance with ASTM D4475: 6,400 psi minimum.

6-20.3 Construction Requirements

6-20.3(1) Modular Block

The Contractor shall design and submit for approval, the type of block to be used in the wall, the manufacturer‘s design and installation literature, any necessary detail drawings, and a copy of the calculations for the design of the modular block retaining wall system. The manufacturer shall review the retaining wall design and provide a retaining wall design prepared and stamped by a licensed-certified State of Washington Professional Engineer.

The Contractor shall submit working drawings of the Modular Block Wall to the Engineer for approval in accordance with Section 6-01.9. The working drawings shall include, but not be limited to, the following:

- Plan, elevation, and section views of the wall showing the layout, batter, and orientation of the blocks.
- Dimensions and details of the blocks, including details, block color, finish, and the features designed to interlock blocks.
- Method and equipment used to erect the blocks.
- Erection sequence.

The contractor shall not requisition the modular blocks until the Engineer has approved the wall system to be used. The Contractor shall check the materials upon delivery to assure that proper material has been received.

The modular block walls shall be constructed per the Manufacturer's written instructions.

Unless a stricter standard is specified by the Manufacturer's written instructions the walls leveling pad shall be crushed surfacing base course compacted to 95% of maximum density by modified Proctor.

6-20.3(2) Underdrain

The wall drain shall be installed per the requirements of section 7-01.3(2) set in a 1 ft. x 1 ft. drain-rock bed and surrounded with construction geosynthetic for underground drainage per the details.

6-20.3(3) Gravel Backfill

Gravel backfill for walls shall be placed and compacted in lifts not to exceed 6 inches where hand compaction is used, or 8 - 10 inches where heavy compaction equipment is used. Lift thickness shall be decreased to achieve the required density as required.

Gravel backfill for walls shall be compacted to 95 % of the maximum density as determined by the Standard Proctor Density Test per ASTM D-698 or 92% of the maximum density as determined by the Modified Proctor Density Test per ASTM D1557. The moisture content of the backfill material prior to and during compaction shall be uniformly distributed throughout each layer and shall be +/- 3% of optimum dry density.

At the end of each day's operation, the Contractor shall slope the last lift of gravel backfill for walls away from the wall units to direct runoff away from wall face. The Contractor shall not allow surface runoff from adjacent areas to enter the wall construction site.

6-20.4 Measurement

Modular block wall will be measured by the square foot of exterior wall face of completed wall in place. The bottom limits for vertical measurement will be the bottom of the bottom course of concrete masonry units. The top limit for vertical measurement will be the top of wall as shown in the Plans. The horizontal limits for measurement are from the beginning station of the wall to the end station of the wall.

6-20.5 Payment

"Modular Block Wall", per square foot.

The unit Contract price per square foot for "Modular Block Wall" shall be full payment for all costs to perform the Work in connection with constructing modular block walls, including leveling pads, backfilling the wall, wall underdrain, connecting the underdrain to the storm water conveyance system, construction geosynthetic for underdrain, gravel backfill for drains, and excavation between that required for the sidewalks and roadway and the limits of excavation identified in the typical section for the wall.

Division 7
Drainage Structures, Storm Sewers, Sanitary Sewers, Water Mains, and Conduits

7-04 Storm Sewers

7-04.3 Construction Requirements

Add the following new section:

(******)

7.04.3(1)G Television Inspection

Contractor shall internally inspect all storm lines after installation with a tracked, swivel-head television camera. The recording shall be in color, provide an on-screen distance counter, date of inspection, time of day, and accurately document and inspect any defects, abnormalities, connections, or other than normal conditions in the pipe. The television inspection shall also include a written inspection report. The video record and the written report shall document the beginning and ending manholes and any manholes that the camera passes through in a continuous recording.

Contractor shall provide the City of Port Orchard with a DVD or thumb drive containing the inspection video and an inspection record of the entire length of constructed storm line. The camera shall be stopped at each joint and the camera head swiveled to directly view the full circumference of each joint. Contractor shall correct any defects noted during the inspection and then re-inspected after the corrections have been completed. The Contractor shall bear all costs incurred in correcting any deficiencies found during the television inspections.

The official television inspection shall be performed after trench compaction is completed. Immediately prior to paving. The recording and report shall be delivered to the Engineer three (3) working days prior to final paving and surface restoration.

7-04.4 Measurement

Section 7-04.4 is supplemented with the following:

(******)

There will be no separate measurement for cleaning, testing, and television inspection.

See Section 5-04 of the Special Provisions for temporary pavement.

7-05 Manholes, Inlets, Catch Basins, and Drywells

7-05.3 Construction Requirements

Section 7-05.3 is supplemented with the following:

(******)

Where shown in the Plans, or directed by the Engineer, manholes, catch basins, and other sewer and stormwater structures shall be adjusted to finish grade by adjusting

the existing utility to finished grade. Adjustment of manholes and catch basins by this method shall result in a finished product that is true to line and grade.

Where solid storm drain lids are located within sidewalks or other pedestrian access areas, the entire surface lid and frame (if greater than ½-inch exposed surface) shall have slip-resistant surfacing material applied to the lid and frame of the structure. Where the exposed portion of the gram is ½-inch wide or less, slip-resistant surfacing material may be omitted from the portion of the frame.

Slip-resistant surfacing material shall be identified with a permanent marking on the underside of each box or vault lid where it is applied. The permanent marking shall be formed with a mild steel weld bead, with a line thickness of at least 1/8-inch. The marking shall include a two-character identification code for the type of material used and the year of manufacture or application.

The Contractor shall submit shop drawings for the flow splitter to the Engineer for approval. The shop drawings shall detail how the flow splitter will be constructed. The flow splitter design shall allow for adjustments to be made to the bypass, water quality risers and orifice elevation to regulate flow.

The Contractor shall submit catalog cuts for the trench drain system to the Engineer for approval prior to ordering materials. The Contractor shall provide details pertaining to the trench drain components and ADA compliant trench drain grate material, color, and pattern.

7-05.4 Measurement

Section 7-05.4 is supplemented with the following:

(******)

Adjust Storm Sewer Catch Basin shall be measured by each.

Connection to Existing Storm Sewer Catch Basin shall be measured by each.

Connection to Existing Storm Sewer Pipe shall be measured by each.

No separate measurement will be made for grates, covers, or solid lids when called for in the Plans on new structures. The costs for grates, covers, or solid lids on new structures shall be included in the new structure bid item included in the Proposal.

Catch Basin Type 2 54 in. Diam. with Flow Restrictor shall be measured by each.

See Section 5-04 of the Special Provisions for temporary pavement.

7-05.5 Payment

Section 7-05.5 is supplemented with the following:

(******)
“Connection to Existing Storm Sewer Catch Basin”, per each.

"Connection to Existing Storm Sewer Pipe", per each including connecting to proposed manhole to existing storm sewer pipe.

The unit contract price, per each, "Connection to Existing Storm Sewer Catch Basin" and "Connection to Existing Storm Sewer Pipe" shall be full pay for all materials, equipment and labor necessary to completing the connections to existing pipes and drainage structures and shall include excavation, removal and disposal of excess material, bedding, and backfill, and all necessary pipes, pipe sleeves, and couplings. This bid item will also include cost od potholing existing pipeline as needed.

The costs for new frames and covers shall be included in the unit contract price per each 'Adjust Manhole", "Adjust Catch Basin", or "Adjust Inlet".

"Catch Basin Type __ ", per each.

The unit contract price, per each, for "Catch Basin Type __" shall be full pay for all materials, equipment and labor necessary to construct the structures and shall include removal and disposal of existing structure and excess material, bedding, and backfill, and all necessary pipes, pipe sleeves, and completing connections to existing pipes and drainage structures.

Catch Basin Type II __ In. Diam. with Flow Restrictor, per each.

The unit contract price, per each, for "Catch Basin Type II __ In. Diam with Flow Restrictor" shall be full pay for all costs to furnish and install the structure to the location and elevations shown on the Plans. This includes dewatering, backfill material, compaction, and connections to existing or new piping. This work also includes preparing shop drawings and submitting them to the Engineer, per Section 7-04, for approval a minimum of 10 days before construction of the flow restrictor is scheduled to occur.

7-12 Valves for Water Mains

Description

Section 7-12.1 is supplemented with the following:

(******)
All gate vales shall confirm to ANSI/AWWA C509 or C515 Standards for resilient-seated gate valves. The valve seating shall be of the Resilient Wedge (R/W) Type Only. The valves shall be iron-bodied, iron disk encapsulated with rubber and bronze or with epoxy coating and a non-rising stem with "o" ring seals. The sealing rubber shall be permanently bonded to the disk to meet ASTM tests for rubber to metal bond ASTM D429. All valves shall be rated for 200 psi and higher depending on system operating pressures. The valves open counter-clockwise and be furnished with 2-inch square operating nuts. All surfaces, interior and exterior shall be fusion bonded with epoxy coating and acceptable for potable water. Gate valves shall be Mueller, M & H, Kennedy or Clow R/W.

Where slip-resistant water valve boxes, or water meter lids are required, each box or lid shall have slip-resistant surfacing material applied to the teel lid and frame of the

box or vault. Where the exposed portion of the frame is ½-inch wide or less, slip resistant surfacing material may be omitted form the portion of the frame.

Slip-resistant surfacing material shall be identified with a permanent marking on the underside of each box or vault lid where it is applied. The permanent marking shall be formed with a mild steel weld bead, with a line thickness of at least 1/8-inch. The marking shall include a two-character identification code for the type of material used and the year of manufacture or application. The following materials are approved for application as slip-resistant material and shall use the associated identification codes:

1. Harsco Industrial IKG, Mebac #1 – Steel: M1
2. W. S. Molnar Co., SlipNOT Grade 3 – Coarse: S3
3. Thermion, SafTrax TH604 Grade #1 – Coarse: T1

All valves shall have a standard set of cast iron valve boxes. The valve box will be set to grade. A 5-inch diameter cast iron soil pipe riser from the valve box bottom to the valve box top is acceptable. If valves are not set in a paved area, a concrete pad shall be set around each valve box at finished grade. If the valve nut is more than 4 feet below finished grade an extension will be required. See WSDOT Standard Specifications.

Water meter boxes shall consist of a HDPE meter box matching Mid States #111812 box, Raven Meter Box #1118X12 or approved equal. Lid shall be a EJIW #1118 meter cover with recessed touch read pit lid adapter hole or approved equal.

Sewer utility boxes shall consist of HDPE box matching Carson Jumbo Box #1730 or approved equal. Lid shall be a Carson lid #1730 marked “SEWER” or approved equal.

7-12.3 Description

Add the following new subsection:

(******)

7-12.3(2) Adjust valve Boxes to Grade

The Contractor shall remove and replace all existing water valve boxes as part of the adjustment to finished grade. The Contractor shall supply new water valve boxes, lids, and extension stems, and properly dispose of all existing materials. The materials and method of construction shall conform to the requirements specified above and the Standard Plan, except as approved by the Engineer. The Contractor is responsible for referencing and locating all existing water valve boxes or lids to be adjusted.

Add the following new subsection:

(******)

7-12.3(3) Adjust Utility Boxes to Grade

The Contractor shall remove and replace all existing water meter and sewer utility boxes as part of adjustment to finished grade, unless otherwise approved by the Engineer. The Contractor shall supply new boxes, lids, and properly dispose of all existing materials. The materials and method of construction shall conform to requirements specified above and the Standard Plans, except as approved by the

Engineer. The Contractor is responsible for referencing and locating all existing water meter boxes and sewer utility boxes to be adjusted.

7-12.4 Measurement

Section 7-12.4 is supplemented with the following:

(******)
Adjust Valve Box will be measured per each.

Adjust Utility Box will be measured per each.

7-12.5 Payment

Section 7-12.5 is supplemented with the following;

(******)
"Adjust Valve Box", per each.

The unit contract, per each, for "Adjust Valve Box" shall be full pay for furnishing all materials, equipment and labor necessary to adjust the valve box to grade including, but not limited to, adjustments during and after construction, saw cutting, cement concrete, excavating, backfilling, compaction, surfacing, and restoration.

"Adjust Utility Box", per each.

The unit contract, per each, for "Adjust Utility Box" shall be full pay for furnishing all materials, equipment and labor necessary to adjust the water meter or sewer utility box to grade including, but not limited to, adjustments during and after construction, saw cutting, excavating, backfilling, compacting, surfacing, and restoration.

7-17 Sanitary Sewers

7-17.1 Description

Section 7-17.1 is supplemented with the following:

(******)
The work for adjusting clean-outs shall consist of adjusting clean-outs and cast iron-ring and covers to grade as specified in Plans.

7-17.3 Construction Requirements

Add the following new subsection:

(******)
7-17.3(2)I Adjusting Clean-outs to Grade

The Contractor shall remove and replace all existing clean-out rings and covers as a part of adjustments to finished grade. The Contractor shall supply new rings and covers, and properly dispose of all existing materials. The materials and method of

construction shall conform to the requirements specified above and the Standard Plans, except as approved by the Engineer. The Contractor is responsible for referencing and locating all existing clean-outs to be adjusted.

7-17.4 Measurement

Section 7-17.4 is supplemented with the following:

(******)
Adjust Clean-out will be measured per each.

7-17.5 Payment

Section 7-17.5 is supplemented with the following:

(******)
"Adjust Clean-out", per each.

The unit contract price, per each, for "Adjust Clean-out" shall be full pay for furnishing all materials, equipment and labor necessary to adjust the clean-out to grade including, but not limited to, adjustments during and after construction, saw cutting, excavating, backfilling, compacting, surfacing, and restoration.

Add the following new section:

(******)

7-20 Stormwater Treatment System

7-20.1 Description

This work includes furnishing all labor, tools, materials, equipment, and incidentals required to install the underground stormwater treatment systems and appurtenances or approved equal as shown on the Plans, Appendices, and in accordance with the manufacturer's recommendations. The underground stormwater treatment systems shall consist of Biopod Underground vaults or approved equal, and shall have the State of Washington Department of Ecology, General Use Level Designation (GULD) Certification for Enhanced and Phosphorus Treatment.

The water quality treatment flow shall be as determined and approved by the Engineer of Record. The Biopod or approved equal shall consist of an underground precast concrete structure with an internal bypass system, media chamber with filter media, underdrain system, and access covers.

7-20.2 Materials

The underground stormwater treatment systems shall be Biopod or approved equal, and shall be of a type that has been installed and in use for a minimum of five (5) consecutive years preceding the date of installation of the system. The manufacturer shall have been, during the same consecutive five (5) year period, engaged in the engineering design and production of systems deployed for the treatment of storm water runoff and which have a history of successful production, acceptable to the Engineer of Record and/or the approving Jurisdiction.

The successful bidder may submit proposed alternate equivalent systems to the Contracting Agency for review and approval by the Engineer. Submittals for alternate systems shall include complete design calculations and performance data. The Engineer shall have 10 working days to review the submittal for an alternate system. If revisions are required, the Engineer shall have another 10 working days after resubmittal for review. The Contracting Agency shall have sole authority to determine the equivalence of any proposed alternate and will issue written approval of a proposed alternate system. The Contractor must have written approval of an alternate system prior to ordering.

The Biopod or approved equal shall meet the following requirements:

- ASTM C857: Standard Practice for Minimum Structural Design Loading for Underground Precast Concrete Utility Structures
- ASTM C858: Standard Specification of Underground Precast Concrete Utility Structures
- ASTM C478: Standard Specification for Circular Precast Reinforced Concrete Manhole Sections
- ASTM C497: Standard Test Methods for Concrete Pipe, Manhole Sections or Tile
- ASTM C109: Standard Test Method for Compressive Strength of Hydraulic Cement Mortars
- ASTM A615/A615M: Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
- ASTM D698: Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort
- ASTM F628: Standard Specification for ABS Schedule 40 Plastic Drain, Waste and Vent Pipe with a Cellular Core
- ASTM D1785: Standard Specification for PVC Plastic Pipe, Schedules 40, 80 & 120
- ASTM D2466: Standard Specification for PVC Plastic Pipe Fittings, Schedule 40
- ASTM A36: Standard Specification for Carbon Structural Steel
- ASTM A48: Standard Specification for Gray Iron Castings
- ASTM D4101: Standard Specification for Polypropylene Injection and Extrusion Materials
- AASHTO M199: Standard Specification for Precast Reinforced Concrete Manhole Sections

All internal components including ABS and PVC manifold piping, and filter media (as specified on the plans in the data block or by the Engineer of Record) shall be provided by the manufacturer. This includes sump covers, flow spreaders, energy dissipaters and outlet risers with scum baffles where appropriate.

ABS manifold pipe shall meet ASTM F628. PVC manifold pipe shall meet ASTM D1785 and PVC fittings shall meet ASTM D2466.

Precast concrete vault shall be provided according to ASTM C857 and C858. Precast concrete manhole shall be provided according to ASTM C478.

Vault and manhole joint sealant shall be Conseal CS-101 or approved equal.

If interior concrete baffle walls are provided, baffle walls shall be sealed to the interior vault walls and floor with a polyurethane construction sealant rated for use below the waterline, SikaFlex 1a or equal. Contractor to provide sealant material and installation unless completed prior to shipment.

Frames and covers shall be gray cast iron and shall meet AASHTO H-20 loading requirements, and shall be provided according to ASTM A48.

7-20.3 Construction Requirements

The stormwater treatment system shall be constructed in accordance with the dimensions, elevations and locations shown on the Plans or as otherwise directed by the Engineer.

The stormwater treatment system shall be installed on a stable base and backfilled in accordance with the details shown on the Plans. Handling, assembly and installation shall be per manufacturer's recommendations.

7-20.4 Measurement

Biopod Underground __' x __' will be measured per each.

7-20.5 Payment

"Biopod Underground __' x __' ", per each.

The unit Contract price per each for "Biopod Underground __' x ___' " shall be full pay for furnishing and installing the underground stormwater treatment systems. Submitting for approval the shop drawings stamped and sealed by a currently licensed and qualified professional engineer with applicable drawings and calculations provided to the Engineer and shall be a part of the Contract price for the Biopods. These shop drawings shall include the design of the system configuration with primary dimensions, interior components, and any accessory equipment. These items shall be designed in accordance with OSHA and RCW standards for this application. Construction, delivery, and installation shall also be included in the Contract price.

Other items considered as part of this work include all dewatering, appurtenances including manhole rings and risers, frame and covers, pipe fittings, and other incidental materials and work necessary to furnish and install the Biopods as detailed in the Plans, specified herein and as recommended by the manufacturer. Resubmittal of design drawings and calculations shall be the responsibility of the Contractor and they shall bear all costs associated with that work.

Add the following new section:

(******)

7-21 Stormwater Detention System

7-21.1 Description

This work includes furnishing all labor, tools, materials, equipment, and incidentals required to install the underground stormwater detention systems and appurtenances or approved equal as shown on the Plans, Appendices, and in accordance with the manufacturer's recommendations.

7-21.2 Materials

The stormwater detention system shall be an underground detention pipe system consisting of corrugated metal pipe (CMP) with an aluminized steel coating.

Aluminized Type II material shall conform to the applicable requirements of AASHTO M274 or ASTM A929. CMP shall be manufactured in accordance with the applicable requirements of AASHTO M36 or ASTM A760.

The pipe sizes, gauges and corrugations shall be as shown on the project plans. Joint performance requirements are published in Division II, Section 26.4.2, of the current edition of the AASHTO Bridge Construction Specifications.

Soil tight, gravity flow, non-pressure, drainage pipe joints shall conform to AASHTO M36 and ASTM A760. Minimum joint spacing shall be 10 ft.

Overlapping of adjacent pipes are not permitted and appropriate banding must be utilized in order to properly secure individual pipes in place.

Integral End Sections: Each barrel of the CMP System shall either be connected to a fitting composing a manifold for hydraulic distribution or have an integrated bulkhead to resist loading at the end/start of the barrel, end cap sections shall not be permitted.

Material selected shall be flame resistant and capable of retaining 80% of strength when subjected to a temperature of 400 degrees Fahrenheit for one hour.

All fittings shall be manufactured prior to arriving on the jobsite to ensure structural integrity. Fitting reinforcement shall be in accordance with ASTM A998 and reinforcing details. Bulkhead design and fabrication does not vary with differing coatings on the steel components.

The manufacturer of the CMP System shall be one that has regularly been engaged in the engineering design and production of these systems for at least fifteen (15) years and which has a history of successful production, acceptable to the EOR.

Sampling, testing, and inspection of metal sheets and coils used for manufacturing the CMP System shall be in accordance with to the above applicable referenced specifications. All fabrication of the product shall occur within the United States.

The successful bidder may submit proposed alternate equivalent systems to the Contracting Agency for review and approval by the Engineer. Submittals for alternate systems shall include complete design calculations and performance data. The Engineer shall have 10 working days to review the submittal for an alternate system.

If revisions are required, the Engineer shall have another 10 working days after resubmittal for review. The Contracting Agency shall have sole authority to determine the equivalence of any proposed alternate and will issue written approval of a proposed alternate system. The Contractor must have written approval of an alternate system prior to ordering.

7-21.3 Construction Requirements

The stormwater detention system shall be constructed in accordance with the dimensions shown on the Plans. The Contractor shall construct the system to the elevations and locations shown on the Plans or as otherwise directed by the Engineer.

The stormwater detention system shall be installed on a stable base and backfilled in accordance with the details shown on the Plans. Handling, assembly and installation shall be per manufacturer's recommendations.

7-21.4 Measurement

36 In. Diam. CMP Detention Pipe will be measured per linear foot.

7-21.5 Payment

"36 In. Diam. CMP Detention Pipe", per linear foot.

The unit Contract price per linear foot for "36 In. Diam. CMP Detention Pipe" shall be full pay for furnishing and installing the stormwater detention system. Submitting for approval the shop drawings stamped and sealed by a currently licensed and qualified professional engineer with applicable drawings and calculations provided to the Engineer and shall be a part of the Contract price. These shop drawings shall include the design of the system configuration with primary dimensions, interior components, and any accessory equipment. These items shall be designed in accordance with OSHA and RCW standards for this application. Construction, delivery, and installation shall also be included in the Contract price.

Other items considered as part of this work include dewatering, pipe fittings, and other incidental materials and work necessary to furnish and install the stormwater detention system as detailed in the Plans, specified herein and as recommended by the manufacturer. Resubmittal of design drawings and calculations shall be the responsibility of the Contractor and they shall bear all costs associated with that work.

Division 8
Miscellaneous Construction

8-01 Erosion Control and Water Pollution Control

8-01.3 Construction Requirements

Section 8-01.3 is supplemented with the following:

(******)
Site specific BMPs and SWPPP Plan
Temporary Erosion / Water Pollution Control notes and performance criteria are noted in the Contract Documents. The Contractor shall submit their own Surface Water Pollution Prevention Plan to the City for review and approval prior to commencement of Clearing, Grubbing, or grading activities. The Contractor shall use the Department of Ecology SWPPP template to develop the project SWPPP.

The SWPPP is considered a "living" document that shall be revised to account for additional erosion control / pollution prevention BMPs as they become necessary and are implemented in the field during project construction. A copy of the most current SWPPP shall remain on-site at all times and an additional copy shall be forwarded to the Engineer.

8-01.3(8) Street Cleaning

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

(******)
The Contractor shall provide for cleaning all surfaced roadways that have become dirty as a result of the execution of the project. This shall be done at the completion of each day's activities or more often if so, directed by the Engineer. Street sweepers with a vacuum function shall be the only acceptable method used to clean. Flushing will not be permitted. The Contractor shall have a vacuum sweeper available, full-time, for the duration of the project. Not having a full-time sweeper available and/or sufficient additional materials to react in a timely manner to changed may be grounds for the City to issue a Stop Work Order until the Contractor remedies the deficiency of the City may elect to have a complete street sweeping and deduct the cost from monies due to the Contractor. Time spent under a Stop Work Order in this situation shall not be grounds for a claim for additional payment or additional working days.

8-01.3(17) Suspension of Work

Section 8-01.3(17) is supplemented with the following:

(******)
The Contractor shall be responsible for meeting the Temporary Erosion/Water Pollution Control requirements of the Bid Contract Documents, including maintenance and repair of BMPs already installed, at all times during suspension.

8-01.4 Measurement

Section 8-01.4 is supplemented with the following:

(******)
No specific unit of measurement will apply to the lump sum item "Erosion Control/Water Pollution Prevention".

No specific unit of measurement will apply to the lump sum item "ESC Lead".

8-01.5 Payment

Section 8-01.5 is supplemented with the following:

(******)
"Erosion Control / Water Pollution Prevention", per lump sum.

The lump sum price shall be full pay for all costs for equipment, labor, and materials to install, maintain and remove temporary erosion control measures as specified herein and as directed and supervised by the Engineer and/or a Washington State Department of Ecology Site Erosion Control Inspector.

"ESC Lead", per lump sum.

The lump sum price shall be full pay for all costs necessary for the Contractor to provide ESC lead for the project.

8-01.5(3) Reinstating Unit Items with Lump Sum Erosion Control and Water Pollution Prevention

Section 8-01.5(3) is supplemented with the following:

(******)
Developing, implementing, and maintaining an approved SWPPP shall be included in the lump sum item "Erosion Control & Water Pollution Prevention.

8-02 Roadside Restoration

8-02.1 Description

Section 8-02.1 is supplemented with the following:

(******)
The work shall include salvaging, relocating, and reinstalling existing decorative blocks and mailboxes to the edge of right-of-way, replacing, in-kind shrubs and landscaping removed, restoring disturbed areas with mulch or hydroseed matching existing conditions. Grass areas shall be brought to finished grade with Topsoil Type C prior to hydroseeding.

8-02.2 Materials

Section 8-02.2 is supplemented with the following:

(******)

Topsoil C	9-14.2(3)
Seed	9-14.3

Construction Requirements

Topsoil

Delete the last sentence of the last paragraph and replace the following:

(******)
After the topsoil has been spread, all large clods, hard lumps and rocks 1-inch in diameter and larger, and litter shall be raked up, removed, and disposed of by the Contractor.

Roadside Seeding, Lawn and Planting Area Preparation

8-02.3(5)B Lawn Area Preparation

Delete this entire section and replace with the following:

(******)
Refer to Ecology Manual for Soil Quality amendment BMP.

All grades shall flow smoothly into one another and produce positive stormwater drainage. The Contractor is responsible for any adverse drainage conditions that may affect plant growth unless the Contractor contacts the Engineer immediately, indicating any possible problem.

All lawn areas shall be finish graded and accepted by the Engineer before commencement of planting. Drag to even grade, remove debris and rocks larger than 1-inch in diameter, and roll for firmness prior to planting.

8-02.3(10) Lawn Installation

Section 8-02.3(10) is supplemented with the following:

(******)
Seed shall be spread by an acceptable mechanical (hopper or culti-packer) or hydro-seed/mulch methods only. Hydro-seeding shall include first application with see and 10% mulch-fiber; second application with no seed and 90% mulch fiber. Wood Cellulose Fiber Mulch shall be in accordance with Section 9-14.5(2). Tackifier shall be in accordance with Section 9-14.5(7).

The application rate for Seeded Lawn Installation shall be forty (40) pounds of seed per one (1) acre.

8-02.4 Measurement

Section 8-02.4 is supplemented with the following:

(******)
Roadside Restoration shall be measured by lump sum.

8-02.5 Payment

Section 8-02.5 is supplemented with the following:

(******)
"Roadside Restoration", per lump sum.

The lump sum contract price shall be full pay for all costs for equipment, labor, and materials necessary to restore the areas as shown in the Plans, including, but not limited to, salvaging, relocating, and reinstalling existing mailboxes to edge of right-of-way, furnishing and placing CSTC, mulch and top soil, minor grading, replacing in-kind shrubs and landscaping removed, and hydroseeding.

8-04 Curbs, Gutters, and Spillways

8-04.3 Construction Requirements

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

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

(******)
Prior to the placement of any cement concrete, the Contractor shall obtain approval from the Project Inspector. Any minor adjustments to the layout or formwork shall be included in the unit bid price.

Crushed surfacing base course required for the improvements shall be included as part of the work and no separate measurements shall be made.

8-04.4 Measurement

Section 8-04.4 is supplemented with the following:

(******)
Cement Conc. Curb & Gutter A will be measured by the linear foot.

Cement Conc. Pedestrian Curb will be measured by the linear foot.

8-04.5 Payment

Section 8-04.5 is supplemented with the following:

(******)
"Cement Conc. Curb and Gutter A", per linear foot.

"Cement Conc. Pedestrian Curb B", per linear foot.

The unit contract price, per linear foot, for curbs and gutters shall be full pay for all costs for equipment, labor, and materials, including but not limited to, excavation or grading, purchasing, haul, form work, setting rebar, furnishing, and installing crushed surfacing top/bottom course compaction, cement concrete, and finishing. Depressed

curb sections and catch basins gutter pans shall be included in the curb and gutter bid item.

8-06 Cement Concrete Driveway Entrances

8-06.3 Construction Requirements

Section 8-06.3 is supplemented with the following:

(******)
Prior to the placement of any cement concrete, the Contractor shall obtain approval from the Project Inspector. Any minor adjustments to the layout or formwork shall be included in the unit bid price.

Lip of gutter at all driveway entrances shall be flush with roadway surface.

8-06.4 Measurement

Section 8-06.4 is supplemented with the following:

(******)
Cement Concrete Residential Driveway B shall be measured per square yard.

8-06.5 Payment

Section 8-06.5 is supplemented with the following:

(******)
“Cement Concrete Residential Driveway Type B”, per square yard.

The unit contract price, per square yard, for residential driveways shall be full pay for all costs for equipment, labor, and materials, including, but not limited to, excavation, grading, haul, form work, cement concrete, and finishing.

8-14 Cement Concrete Sidewalks

8-14.1 Description

Section 8-14.1 is revised to read:

(******)
This Work consists of constructing cement concrete sidewalks and curb ramps in accordance with details shown in the Plans, Standard Plans, these Specifications, and in conformity to the lines and grades shown in the Plans, Standard Plans, and as established by the Engineer. The Work shall also consist of providing miscellaneous construction and documentation as described herein.

8-14.3 Construction Requirements

Section 8-14.3 is supplemented with the following:

(April 3, 2017 WSDOT GSP)

Pre-Construction Meeting

The Contractor shall request a pre-construction meeting with the Engineer to be held two to five working days before any work can start on cement concrete sidewalks, curb ramps or other pedestrian access routes to discuss construction requirements. Those attending shall include:

1. The Contractor and Subcontractor in charge of constructing forms, and placing, and finishing the cement concrete.

2. Engineer (or representative) and Project Inspectors for the cement concrete sidewalk, curb ramp or pedestrian access route Work.

Items to be discussed in this meeting shall include, at a minimum, the following:

1. Slopes shown on the Plans.

2. Inspection

3. Traffic control

4. Pedestrian control, access routes and delineation

5. Accommodating utilities

6. Form work

7. Installation of detectable warning surfaces

8. Contractor ADA survey and ADA Feature as-built requirements

9. Cold Weather Protection

(January 7, 2019 WSDOT GSP)

Timing Restrictions

Curb ramps shall be constructed on one leg of the intersection at a time. The curb ramps shall be completed and open to traffic within five calendar days before construction can begin on another leg of the intersection unless otherwise allowed by the Engineer.

Unless otherwise allowed by the Engineer, the five calendar day time restriction begins when an existing curb ramp for the quadrant or traffic island/median is closed to pedestrian use and ends when the quadrant or traffic island/median is fully functional and open for pedestrian access.

(January 7, 2019 WSDOT GSP)

Layout and Conformance to Grades

Using the information provided in the Contract documents, the Contractor shall lay out, grade, and form each new curb ramp, sidewalk, and curb and gutter.

8-14.3(3) Placing and Finishing Concrete

Section 8-14.3(3) is supplemented with the following:

(******)
Prior to the placement of any cement concrete for sidewalks and curb ramps, the Contractor shall obtain approval from the Engineer. Any minor adjustments to the layout or formwork shall be included in the unit bid price.

8-14.3(5) Detectable Warning Surface

The first paragraph of Section 8-14.3(5) is revised to read:

(******)
The detectable warning surface shall be located as shown in the Contract Plans or Standard Plans. Placement of the detectable warning surface shall be in accordance with the manufacturer's recommendation for placement in fresh concrete, before the concrete has reached initial set, or on a hardened cement concrete surface Glued or stick down Detectable Warning Surfaces are allowed on asphalt surfaces only for temporary work zone applications.

The detectable warning surface area shall be yellow meeting the requirements of Section 9-19.

Add the following new sub-section:

(******)
8-14.3(6) Curb Ramp

The Contractor shall construct ramp to be in conformance with ADA requirements. The following requirements shall apply to all curb ramps:

1. Truncated Domes shall be placed on the bottom two feet of the ramp.

2. The landing length shall be a minimum of 48-inches.

3. The cross slopes of the landing or ramp shall not exceed 1.8%.

4. The longitudinal slopes of the ramp shall not exceed 8.0%.

5. The Flare Side Slopes shall not exceed 10%.

Curb ramp alignment shall be as indicated on the Plans or as directed by the Engineer in the field. Curb ramps shall be constructed separately from sidewalks to produce a definite break line between grade changes. All curb ramps shall have a detectable warning pattern installed in accordance with the manufacturer's written instructions.

The Contractor shall notify the Engineer three (3) working days in advance of placing concrete for each curb ramp for layout and formwork inspection. The Contractor shall not place concrete in a sidewalk ramp until the Engineer has either inspected and accepted the layout or waived the layout inspection.

Where existing sidewalk ramp(s) is/are to be replaced, including adjacent sidewalk, the Contractor shall complete the required replacement per intersection corner within three

(3) days of beginning concrete demolition and removal. Ramps poured without written approval, that do not meeting current ADA standards shall be removed and replaced at the Contractor's expense, regardless of whether or not they conform to the dimensions shown on the Plans.

Concrete which is not placed such that the finished surface is a flat and uniform plane may result in non-compliance to the ADA standards and shall be removed and replaced at the Contractor's expense.

Add the following new sub-section:

(******)

8-14.3(8) Cold Weather Work

The following additional requirements for placing concrete shall be in effect from November 1 to April 1:

1. The Engineer shall be notified at least 24 hours prior to placement of concrete.
2. All concrete placement shall be completed no later than 2:00 pm each day.
3. Where forms have been placed and the subgrade has been subjected to frost, no concrete shall be placed until the ground is completely thawed. At that time, the forms shall be adjusted and subgrade repaired as determined by the Engineer.

8-14.4 Measurement

Section 8-14.4 is supplemented with the following:

(******)
Cement Conc. Curb Ramp Type __ shall be measured per each.

Cement Conc Sidewalk with Thickened Slab Edge shall be measured per square yard.

8-14.5 Payment

Section 8-14.5 is supplemented with the following:

(******)
The unit contract price, per square yard, for all concrete sidewalk shall be full pay for all costs for equipment, labor and materials, including, but not limited to, excavation or grading, haul, form work, compaction, cement concrete, and finishing.

"Cement Conc. Curb Ramp Type ___", per each.

The unit contract price, per each, for "Cement Conc. Curb Ramp Type ___" shall be full pay for all costs for equipment, labor and materials, including, but not limited to, excavation or grading, haul, form work, compaction, cement concrete, finishing, and installing detectable warning surface. No extra payment shall be made for forming and finishing curb ramps. Pedestrian curbs shall be included in the curb ramp unit price.

"Cement Conc. Sidewalk with Thickened Slab Edge", per square yard.

The unit contract price, per square yard, for "Cement Conc. Sidewalk with Thickened Slab Edge" shall be full pay for all labor, equipment, and material, including, but not limited to, form work, cement concrete including thickened slab edge, and finishing. No extra payment shall be made for forming and finishing cement concrete sidewalk with thickened slab edge.

8-20 Illumination, Traffic Signal Systems, Intelligent Transportation Systems, and Electrical

8-20.1 Description

Section 8-20.1 is supplemented with the following:

(******)
The Work shall consist of installation, setting luminaire pole foundations, installing conduit, handholes, and junction boxes as shown in the Plans.

February 1, 2017 City of Port Orchard GSP)
(New Section)
8-20.3(2) a Resolving Utility Conflict

Section 8-20.3(4) is supplemented with the following:

(******)
The Contractor shall be responsible for determining exact locations of all utilities near underground work. The Contractor shall check with utility companies concerning any possible conflict to commencing excavation in any area.

The Contractor shall be entirely responsible for coordination with the utility companies and arranging for the movement or adjustment, either temporary or permanent of their facilities within project limits.

If a conflict is identified, the Contractor shall contact the Engineer. The Contractor and City shall locate alternative location for poles, cabinet, or junction boxes. The Contractor shall get approval from the Engineer prior to installation. The Contractor may consider changing depth or alignment of conduit to avoid utility conflicts.

Before beginning any excavation work for foundations, vaults, junction boxes, or conduit runs, the Contractor shall confirm that the location proposed on the Contract Plans does not conflict with utility location markings placed on the surface of various utility companies. If a conflict is identified, the following process shall be used to resolve the conflict:

1. Contact the Engineer and determine if there is an alternative location for foundation, junction box, or conduit trench.

2. If an adequate alternate location is not obvious for the underground work, select a location that may be acceptable and pothole to determine location of other utilities. Potholing must be approved by the Engineer per section 8-05.

3. If an adequate alternate alignment still cannot be identified following potholing operations, the pothole area should be restored and work in the area should stop until new design can be developed.

The Contractor shall not attempt to adjust the location of an existing utility unless specifically agreed to by the utility owner.

8-20.3(13) Illumination Systems

Section 8-20.3(13) is supplemented with the following:

(February 1, 2017 City of Port Orchard GSP)

8-20.3(13)B Luminaire Pole Foundation

The Contractor shall coordinate with IntoLight and set the luminaire pole foundations in the locations specified in the Plans. This shall include poles that range in height up to 40-feet tall. The Work shall include, but not limited to excavating for the foundation, dewatering, placing, casing, backfilling around casing with CDF as required, and placing conduit in the casing. IntoLight will then set the poles. All work shall be in accordance with IntoLight's requirements and specifications. The Contractor shall coordinate with IntoLight for notifications, inspections, and acquiring necessary conduit, handholes, and junction boxes. The Contractor shall supply the casings for foundations and pull string for conduits. The Contractor shall anticipate that some of the foundations may need to be adjusted in the field slightly to avoid existing utilities, which shall be incidental to this work.

8-20.4 Measurement

Section 8-20.4 is supplemented with the following:

(******)
Measurement for the work under 8-20 of the Standard Specifications and these Special provisions shall be as follows:

No specific measurement will apply to the lump sum item for Set Luminaire Pole Foundations.

No specific measurement will apply to the lump sum item for Luminaire Conduit System.

8-20.5 Payment

Section 8-20.5 is supplemented with the following:

(******)
Payment will be made for the following bid item(s):

"Set Luminaire Pole Foundation", per lump sum.

The lump sum contract price, "Set Luminaire Pole Foundation" shall be full pay for all labor, equipment, materials, and tools to install luminaire foundations to the locations

shown in the Plans and as described in these special provisions. This work shall also include minor adjustments to foundation to avoid utility conflicts and coordination with IntoLight.

"Luminaire Conduit System", per lump sum.

The lump sum contract price, "Luminaire Conduit System" shall be full pay for all labor, material, and tools, including all incidentals and equipment to satisfactorily provide and install conduits, handholes, and junction boxes for the luminaire system.

8-21 Permanent Signing

8-21.1 Description

Section 8-21.1 is supplemented with the following:

(******)
This work also consist of installing and relocating new sign posts to existing signs along Bethel Rd SE, Lincoln Ave SE, and Mitchell Rd SE as shown in Plans.

8-21.3 Construction Requirements

Section 8-21.3 is supplemented with the following:

(******)
The existing sign mounted on new sign posts shall be in accordance with City of Port Orchard Standard Street Sign Detail.

8-21.4 Measurement

Section 8-21.4 is supplemented with the following;

(******)
No specific unit of measurement will apply to "Existing Sign Mounted on new Signposts".

8-21.5 Payment

Section 8-21.5 is supplemented with the following:

(******)
"Existing Sign Mounted on New Signposts", per lump sum.

The lump sum contract price, Existing Sign Mounted on New Signposts" shall be full pay for all labor, equipment, materials, and tools necessary to install signposts as shown in Plans and in these Special Provisions.

8-22 Pavement Marking

8-22.2 Materials

Section 8-22.2 is supplemented with the following:

(******)
Type A Hot Liquid Thermoplastic will be used for all traffic markings within the proposed roundabout intersection. Markings shall follow City of Port Orchard maintenance standards.

Add following new section:

8-33 Street Furnishing

8-33.1 Description

Section 8-33.1 is supplemented with the following:

(******)
This work consists of providing and installing pedestrian handrail including all fastenings, equipment, and related material needed to facilitate installation in accordance with these Special Provisions and as shown in the Plans or as directed by the Engineer.

8-33.2 Materials

Section 8-33.2 is supplemented with the following:

(******)
Materials shall meet the requirements of the following sections:

Pedestrian handrail shall be in accordance with WSDOT Standard Specifications. The material shall be hot dipped galvanized steel (ASTM 120) and powdercoated navy blue. The Contractor shall submit to the Engineer a color sample for approval prior to ordering the handrail.

8-33.3 Construction Requirements

Section 8-33.3 is supplemented with the following:

(******)
Before proceeding with any work. The Contractor shall inspect the site, carefully check all grades, and verify that all dimensions and conditions affecting the work. The Contractor shall immediately notify the Engineer of any discrepancy on line and level.

The Contractor shall be responsible for grading and compacting subgrade using optimum amount of moisture to achieve ninety-five (95) percent compaction immediately before placement of all furnishings.

Stake alignment and locations of all site furnishings for review and orientation by Engineer prior to installation. Install all site furnishings rigid, plumb, and true to lines and levels shown on the Plans.

All end bolts shall be tamperproof. Remove all sharp edges and metal burrs.

Welded pieces shall be free of burrs, slag, or other waste material prior to galvanizing. All wields shall be continuous without gaps.

8-33.3(1) Hardware

All metal hardware including bolts, nuts, and anchor bolts shall be Stainless Steel Type 304 unless otherwise noted. All bolts shall have standard cut washers, respective size, unless otherwise indicated on the Plans. All stainless-steel bolts to have stainless washers each end, stainless steel bolts, etc. shall have stainless steel washers and nuts. Hardware note noted by size shall be sufficient to draw and hold members securely.

8-33.2 Pedestrian Handrails

All welding shall conform to American Wielding Society Structural Welding Code AWS D1.1 After fabrication each section of railing shall be hot-dipped galvanized with a minimum zinc coating of 2 ounces per square foot. All burrs and sharp edges shall be removed prior to galvanizing. Field welds shall be galvanized with 3 coats of such materials as Galvallot, Galvicon or approved equal. Welds shall not be painted.

Horizontal rails and vertical support posts shall be 1 1/2-inch diameter and balusters shall be ¾ inch diameter standard weight galvanized steel pipe. Rails, posts, and balusters shall be machine cut to provide uniform length prior to assembly.

Railing shall be erected and adjusted, if necessary, to assure a continuous line and grade.

8-33.4 Measurement

(******)
Pedestrian Handrail will be measured by the horizontal linear foot of installed railing.

8-33.5 Payment

(******)
“Pedestrian Handrail”, per linear foot.

The unit contract price, linear foot, of “Pedestrian Handrail” shall be full pay for all labor, equipment, materials necessary to install. Also includes all costs to furnish and install the pedestrian handrails including but not limited to, coring, installation of sleeves, foundation, and grouting.

Division 9
Materials

Appendices
(January 2, 2012)

The following appendices are attached and made a part of this contract:

***
Appendix A – Washington State Prevailing Wage Rates

Appendix B – Geotechnical Engineering Report by Aspect Consulting, LLC
Appendix C – Potholing Information
Appendix D – Permits and Inadvertent Discovery Plan
***

(November 20,2023)
Standard Plans

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01, effective October 23, 2023, is made a part of this contract.

The Standard Plans are revised as follows:

A-10.30
RISER RING detail (Including SECTION view and RISER RING DIMENSIONS table): The RISER RING detail is deleted from the plan.

INSTALLATION detail, SECTION A: The “1/4”” callout is revised to read “+/- 1/4" (SEE CONTRACT ~ Note: The + 1/4" installation is shown in the Section A view)”

A-40.20
Sheet 1, NOTES 1, 2, 3, and 4 are replaced with the following:

1. Use the ½ inch joint details for bridges with expansion length less than 100 feet and for bridges with L type abutments. Use the 1 inch joint details for other applications.
2. Use detail 5, 6, 7 on steel trusses and timber bridges with concrete bridge deck panels.
3. For details 1, 2, 3, and 4, the item “HMA Joint Seal at Bridge End” shall be used for payment. For details 5 and 6, the item “HMA Joint Seal at Bridge Deck Panel Joint” shall be used for payment. For detail 7, the item “Clean and Seal Bridge Deck Panel Joint” shall be used for payment.

Sheet 2, Detail 8 reference to “6-09.3(6)” is revised to read “6-21.3(7)”.

A-60.40
Note 2 reference to “6-09.3(6)” is revised to read “6-21.3(7)”.

B-90.40
Valve Detail – DELETED

D-3.10
Sheet 1, Typical Section, callout – “FOR WALLS WITH SINGLE SLOPE TRAFFIC BARRIER. USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-3.15” is revised to read; ”FOR WALLS WITH SINGLE SLOPE TRAFFIC BARRIER, SEE CONTRACT PLANS”
Sheet 1, Typical Section, callout – “FOR WALLS WITH F-SHAPE TRAFFIC BARRIER. USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-3.16” is revised to read; ”FOR WALLS WITH F-SHAPE TRAFFIC BARRIER, SEE CONTRACT PLANS”

D-3.11
Sheet 1, Typical Section, callout – “”B” BRIDGE APPROACH SLAB (SEE BRIDGE PLANS) OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE STANDARD

PLANS D-3.15 OR D-3.16" is revised to read; "B" BRIDGE APPROACH SLAB OR MOMENT SLAB (SEE CONTRACT PLANS)
Sheet 1, Typical Section, callout – "TYPICAL BARRIER ON BRIDGE APPROACH SLAB (SEE BRIDGE PLANS) OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE STANDARD PLANS D-3.15 OR D-3.16" is revised to read; "TYPICAL BARRIER ON BRIDGE APPROACH SLAB OR MOMENT SLAB (SEE CONTRACT PLANS)

D-10.10
Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.15
Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.30
Wall Type 5 may be used in all cases.

D-10.35
Wall Type 6 may be used in all cases.

D-10.40
Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.45
Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the revisions stated in the 11/3/15 Bridge Design memorandum.

F-10.18
Note 2, "Region Traffic engineer approval is needed to install a truck apron lower than 3"."
- DELETED

J-10.10
Sheet 4 of 6, "Foundation Size Reference Table", PAD WIDTH column, Type 33xD=6' – 3" is revised to read: 7' – 3". Type 342LX / NEMA P44=5' – 10" is revised to read: 6' – 10"
Sheet 5 of 6, Plan View, "FOR EXAMPLE PAD SHOWN HERE:, "first bullet" item, "-SPACE BETWEEN TYPE B MOD. CABINET AND 33x CABINET IS 6" (IN)" IS REVISED TO READ: "SPACE BETWEEN TYPE B MOD. CABINET (BACK OF ALL CHANNEL STEEL) AND 33x CABINET IS 6" (IN) (CHANNEL STEEL ADDS ABOUT 5" (IN)"

J-10.16
Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-10.17
Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-10.18
Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-20.26
Add Note 1, "1. One accessible pedestrian pushbutton station per pedestrian pushbutton post."

J-20.16
View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE

J-21.10
Sheet 1 of 2, Elevation View, Round Concrete Foundation Detail, callout – "ANCHOR BOLTS ~ ¾" (IN) x 30" (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY" IS REVISED TO READ: "ANCHOR BOLTS ~ ¾" (IN) x 30" (IN) FULL THREAD ~ FOUR REQ'D. PER ASSEMBLY"
Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.
Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.
Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.
Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.
Detail F, callout, "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 3)" is revised to read; "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 1)"
Detail F, callout, "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Four Required (See Note 4)" is revised to read; "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Three Required (See Note 2)"

J-21.15
Partial View, callout, was – LOCK NIPPLE ~ 1 ½" DIAM., is revised to read; CHASE NIPPLE ~ 1 ½" (IN) DIAM.

J-21.16
Detail A, callout, was – LOCKNIPPLE, is revised to read; CHASE NIPPLE

J-22.15
Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0"
(2x) Detail A, callout, was – LOCK NIPPLE ~ 1 ½" DIAM. is revised to read; CHASE NIPPLE ~ 1 ½" (IN) DIAM.

J-40.10
Sheet 2 of 2, Detail F, callout, “12 – 13 x 1 ½” S.S. PENTA HEAD BOLT AND 12” S. S. FLAT WASHER” is revised to read; “12 – 13 x 1 ½” S.S. PENTA HEAD BOLT AND 1/2” (IN) S. S. FLAT WASHER”

J-40.36
Note 1, second sentence; ”Finish shall be # 2B for backbox and # 4 for the cover.” Is revised to read; ”Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-40.37
Note 1, second sentence; ”Finish shall be # 2B for backbox and # 4 for the cover.” Is revised to read; ”Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-75.20
Key Notes, note 16, second bullet point, was: “1/2” (IN) x 0.45” (IN) Stainless Steel Bands”, add the following to the end of the note: “Alternate: Stainless steel cable with stainless steel ends, nuts, bolts, and washers may be used in place of stainless steel bands and associated hardware.”

J-75.55
Notes, Note A1, Revise reference, was – G-90.29, should be – G-90.20.

L-5.10
Sheet 1, General Note 8, third sentence – was; “For traffic barrier having no deflection distance, the fence shall be placed a minimum horizontal distance of 3’ – 6’ as measured form the top front face of the barrier.” Is revised to read; “For traffic barrier having no deflection distance, the fence shall be placed a minimum horizontal distance of 2’ – 6” as measured form the top front face of the barrier.”

Sheet 2, Reinforcing Steel Bending Diagram, (mark) B detail, callout – “128 deg.” is revised to read: “123 deg.”, callout – “51 deg.” is revised to read: “57 deg.”

M-40.10
Guide Post Type ~ Reflective Sheeting Applications Table, remove reference - “(SEE NOTE 5)”

The following are the Standard Plan numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.

A-10.10-00..... 8/7/07	A-30.35-00.....10/12/07	A-50.10-01 .....8/17/21
A-10.20-00.....10/5/07	A-40.00-01.....7/6/22	A-50.40-01 .....8/17/21
A-10.30-00.....10/5/07	A-40.10-04.....7/31/19	A-60.10-03 .....12/23/14
A-20.10-00.....8/31/07	A-40.15-00.....8/11/09	A-60.20-03 .....12/23/14
A-30.10-00.....11/8/07	A-40.20-04.....1/18/17	A-60.30-01 .....6/28/18
A-30.30-01.....6/16/11	A-40.50-03..... 9/12/23	A-60.40-00 .....8/31/07

B-5.20-03..... 9/9/20	B-30.50-03 .....2/27/18	B-75.20-03 ..... 8/17/21
B-5.40-02.....1/26/17	B-30.60-00 .....9/9/20	B-75.50-02 ..... 3/15/22

B-5.60-02.....1/26/17
B-10.20-03.....8/23/23
B-10.40-02.....8/17/21
B-10.70-03.....8/23/23
B-15.20-01..... 2/7/12
B-15.40-01..... 2/7/12
B-15.60-02.....1/26/17
B-20.20-02.....3/16/12
B-20.40-04.....2/27/18
B-20.60-03.....3/15/12
B-25.20-02.....2/27/18
B-25.60-03.....8/23/23
B-30.05-00..... 9/9/20
B-30.10-03.....2/27/18
B-30.15-00.....2/27/18
B-30.20-04.....2/27/18
B-30.30-03.....2/27/18
B-30.40-03 ..... 2/27/18
B-30.70-04 ..... 2/27/18
B-30.80-01 ..... 2/27/18
B-30.90-02 ..... 1/26/17
B-35.20-00 ..... 6/8/06
B-35.40-01 ..... 8/23/23
B-40.20-00 ..... 6/1/06
B-40.40-02 ..... 1/26/17
B-45.20-01 ..... 7/11/17
B-45.40-01 ..... 7/21/17
B-50.20-00 ..... 6/1/06
B-55.20-03 ..... 8/17/21
B-60.20-02 ..... 9/9/20
B-60.40-01 ..... 2/27/18
B-65.20-01 ..... 4/26/12
B-65.40-00 ..... 6/1/06
B-70.20-01 ..... 3/15/22
B-70.60-01 ..... 1/26/17
B-75.60-00 ..... 6/8/06
B-80.20-00 ..... 6/8/06
B-80.40-00 ..... 6/1/06
B-85.10-01 ..... 6/10/08
B-85.20-00 ..... 6/1/06
B-85.30-00 ..... 6/1/06
B-85.40-00 ..... 6/8/06
B-85.50-01 ..... 6/10/08
B-90.10-00 .....
..... 6/8/06
B-90.20-00 ..... 6/8/06
B-90.30-00 ..... 6/8/06
B-90.40-01 ..... 1/26/17
B-90.50-00 ..... 6/8/06
B-95.20-02 ..... 8/17/21
B-95.40-01 ..... 6/28/18

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C-1..... 9/8/22
C-1b.....10/12/23
C-1d.....10/31/03
C-2c.....8/12/19
C-4f.....8/12/19
C-6a..... 9/8/22
C-7..... 9/8/22
C-7a..... 9/8/22
C-20.10-09.....10/12/23
C-20.14-05..... 9/8/22
C-20.15-03.....10/12/23
C-20.18-04..... 9/8/22
C-20.40-10.....10/12/23
C-20.41-04.....8/22/22
C-20.42-06.....10/12/23
C-20.43-00.....8/22/22
C-20.45.03..... 9/8/22
C-22.16-08.....10/17/23
C-22.40-10 ..... 10/16/23
C-22.45-06 ..... 9/8/22
C-23.70-01 ..... 10/16/23
C.24.10-04 ..... 10/16/23
C-24.15-00 ..... 3/15/22
C-25.20-07 ..... 8/20/21
C-25.22-06 ..... 8/20/21
C-25.26-05 ..... 8/20/21
C-25.30-01 ..... 8/20/21
C-25.80-05 ..... 8/12/19
C-60.10-03 ..... 10/16/23
C-60.15-00 ..... 8/17/21
C-60.20-01 ..... 9/8/22
C-60.30-01 ..... 8/17/21
C-60.40-00 ..... 8/17/21
C-60.45-00 ..... 8/17/21
C-60.50-00 ..... 8/17/21
C-60.60-00 ..... 8/17/21
C-60.70-01 ..... 9/8/22
C-60.80-01 ..... 9/8/22
C-70.15-00 ..... 8/17/21
C-70.10-04 ..... 10/16/23
C-75.10-02 ..... 9/16/20
C-75.20-03 ..... 8/20/21
C-75.30-03 ..... 8/20/21
C-80.10-03 ..... 10/16/23
C-80.20-01 ..... 6/11/14
C-80.30-02 ..... 8/20/21
C-80.40-01 ..... 6/11/14
C-85.10-00 ..... 4/8/12
C-85.11-01 ..... 9/16/20
C-85.15-03 ..... 10/17/23
C-85-18-03..... 9/8/22
C-81.10-00 ..... 9/12/23
C-81.15-00 ..... 9/12/23

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D-2.36-03.....6/11/14
D-2.46-02.....8/13/21
D-2.84-00.....11/10/05
D-2.92-01.....4/26/22
D-3.09-00.....5/17/12
D-3.10-01.....5/29/13
D-3.11-03 ..... 6/11/14
D-4 ..... 12/11/98
D-6 ..... 6/19/98
D-10.10-01 ..... 12/2/08
D-10.15-01 ..... 12/2/08
D-10.20-01 ..... 8/7/19
D-10.25-01 ..... 8/7/19
D-10.30-00 ..... 7/8/08
D-10.35-00 ..... 7/8/08
D-10.40-01 ..... 12/2/08
D-10.45-01 ..... 12/2/08
D-20.10-00 ..... 10/9/23

3

E-1.....2/21/07
E-2.....5/29/98
E-4 ..... 8/27/03
E-4a 8/27/03
E-20.10-00 ..... 9/12/23
E-20.20-00 ..... 10/4/23

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F-10.12-04 .....9/24/20
F-10.16-00 .....12/20/06
F-10.18-03 .....3/28/22
F-10.40-04 .....9/24/20
F-10.62-02.....4/22/14
F-10.64-03.....4/22/14
F-30.10-04.....9/25/20
F-40.12-03.....6/29/16
F-40.15-04 ..... 9/25/20
F-40.16-03 ..... 6/29/16
F-45.10-04 ..... 10/16/23
F-80.10-04 ..... 7/15/16

F-10.42-00 .....1/23/07
F-40.14-03..... 6/29/16

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G-10.10-00 .....9/20/07
G-24.50-05..... 8/7/19
G-90.10-03..... ..... 7/11/17
G-20.10-03 .....8/20/21
G-24.60-05..... 6/28/18
G-90.20-05..... ..... 7/11/17
G-22.10-04 .....6/28/18
G-25.10-05..... 9/16/20
G-90.30-04..... ..... 7/11/17
G-24.10-00 ..... 11/8/07
G-26.10-00..... ..... 7/31/19
G-95.10-02..... 6/28/18
G-24.20-01 ..... 2/7/12
G-30.10-04..... 6/23/15
G-95.20-03..... 6/28/18
G-24.30-02 .....6/28/18
G-50.10-03..... 6/28/18
G-95.30-03..... 6/28/18
G-24.40-07 .....6/28/18

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H-10.10-00..... 7/3/08
H-32.10-00 ..... 9/20/07
H-70.10-02..... 8/17/21
H-10.15-00..... 7/3/08
H-60.10-01 ..... 7/3/08
H-70.20-02..... 8/17/21
H-30.10-00.....10/12/07
H-60.20-01 ..... 7/3/08

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I-10.10-01 .....8/11/09
I-30.20-00..... 9/20/07
I-40.20-00..... 9/20/07
I-30.10-02 .....3/22/13
I-30.30-02..... 6/12/19
I-50.20-02..... 7/6/22
I-30.15-02 .....3/22/13
I-30.40-02..... 6/12/19
I-60.10-01..... 6/10/13
I-30.16-01 .....7/11/19
I-30.60-02..... 6/12/19
I-60.20-01..... 6/10/13
I-30.17-01 .....6/12/19
I-40.10-00..... 9/20/07
I-80.10-02..... 7/15/16

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J-05.50-00 .....8/30/22
J-26.20-01 ..... 6/28/18
J-50.10-01..... .7/31/19
J-10 .....7/18/97
J-27.10-01 ..... 7/21/16
J-50.11-02 ..... .7/31/19
J-10.10-04 .....9/16/20
J-27.15-00 ..... 3/15/12
J-50.12-02..... .8/7/19
J-10.12-00 .....9/16/20
J-28.01-00 ..... 8/30/22
J-50.13-01..... .8/30/22
J-10.14-00 .....9/16/20
J-28.10-02..... 8/7/19
J-50.15-01..... .7/21/17
J-10.15-01 .....6/11/14
J-28.22-00 ..... 8/07/07
J-50.16-01..... .3/22/13
J-10.16-02 .....8/18/21
J-28.24-02 ..... 9/16/20
J-50.18-00..... .8/7/19
J-10.17-02 .....8/18/21
J-28.26-01 ..... 12/02/08
J-50.19-00..... .8/7/19
J-10.18-02 .....8/18/21
J-28.30-03 ..... 6/11/14
J-50.20-00..... .6/3/11
J-10.20-04 .....8/18/21
J-28.40-02 ..... 6/11/14
J-50.25-00..... 6/3/11
J-10.21-02 .....8/18/21
J-28.42-01 ..... 6/11/14
J-50.30-00..... 6/3/11
J-10.22-03 .....10/4/23
J-28.43-01 ..... 6/28/18
J-60.05-01..... 7/21/16
J-10.25-00 .....7/11/17
J-28.45-03 ..... 7/21/16
J-60.11-00 ..... 5/20/13
J-10.26-00 .....8/30/22
J-28.50-03 ..... 7/21/16
J-60.12-00..... 5/20/13
J-12.15-00 .....6/28/18
J-28.60-03 ..... 8/27/21
J-60.13-00..... 6/16/10
J-12.16-00 .....6/28/18
J-28.70-04 ..... 8/30/22
J-60.14-01..... 7/31/19
J-15.10-01 .....6/11/14
J-29.10-02 ..... 8/26/22
J-75.10-02..... 7/10/15
J-15.15-02 .....7/10/15
J-29.15-01 ..... 7/21/16
J-75.20-01..... 7/10/15
J-20.01-00 .....8/30/22
J-29.16-02 ..... 7/21/16
J-75.30-02..... 7/10/15
J-20.10-05 .....10/4/23
J-30.10-01 ..... 8/26/22
J-75.50-00..... 8/30/22
J-20.11-03.....7/31/19
J-40.01-00 ..... 8/30/22
J-75.55-00..... 8/30/22
J-20.15-03 .....6/30/14
J-40.05-00 ..... 7/21/16
J-80.05-00..... 8/30/22
J-20.16-02 .....6/30/14
J-40.10-04 ..... 4/28/16
J-80.10-01..... 8/18/21
J-20.20-02 .....5/20/13
J-40.20-03 ..... 4/28/16
J-80.12-00..... 8/18/21
J-20.26-01 .....7/12/12
J-40.30-04 ..... 4/28/16
J-80.15-00..... 6/28/18
J-21.10-04 .....6/30/14
J-40.35-01 ..... 5/29/13
J-81.10-02..... 8/18/21
J-21.15-01 .....6/10/13
J-40.36-02 ..... 7/21/17
J-81.12-00..... 9/3/21
J-21.16-01 .....6/10/13
J-40.37-02 ..... 7/21/17
J-84.05-00..... 8/30/22

J-21.17-01 .....6/10/13
J-21.20-01 .....6/10/13
J-22.15-02 .....7/10/15
J-22.16-03 .....7/10/15
J-26.10-03 .....7/21/16
J-26.15-01 .....5/17/12
J-40.38-01 ..... 5/20/13
J-40.39-00 ..... 5/20/13
J-40.40-02 ..... 7/31/19
J-45.36-00 ..... 7/21/17
J-50.05-00 ..... 7/21/17
J-86.10-00..... 6/28/18
J-90.10-03..... 6/28/18
J-90.20-03..... 6/28/18
J-90.21-02..... 6/28/18
J-90.50-00..... 6/28/18

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K-70.20-01..... 6/1/16
K-80.10-02.....9/25/20
K-80.32-00 ..... 8/17/21
K-80.34-00 ..... 8/17/21
K-80.35-01 ..... 9/16/20
K-80.37-01 ..... 9/16/20

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L-5.10-01 .....7/17/23
L-5.15-00 .....9/19/22
L-10.10-02 .....6/21/12
L-20.10-03..... 7/14/15
L-30.10-02..... 6/11/14
L-40.15-01..... 6/16/11
L-40.20-02..... 6/21/12
L-70.10-01..... 5/21/08
L-70.20-01..... 5/21/08

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M-1.20-04 .....9/25/20
M-1.40-03 .....9/25/20
M-1.60-03 .....9/25/20
M-1.80-03 .....6/3/11
M-2.20-03 .....7/10/15
M-2.21-00 .....7/10/15
M-3.10-04 .....9/25/20
M-3.20-04 ..... 8/2/22
M-3.30-04 .....9/25/20
M-3.40-04 .....9/25/20
M-3.50-03 .....9/25/20
M-5.10-03 .....9/25/20
M-7.50-01 .....1/30/07
M-9.50-02 .....6/24/14
M-9.60-00..... 2/10/09
M-11.10-04 ..... 8/2/22
M-12.10-03..... 8/2/22
M-15.10-02..... 7/17/23
M-17.10-02..... 7/3/08
M-20.10-04..... 8/2/22
M-20.20-02..... 4/20/15
M-20.30-04..... 2/29/16
M-20.40-03..... 6/24/14
M-20.50-02..... 6/3/11
M-24.20-02..... 4/20/15
M-24.40-02..... 4/20/15
M-24.60-04..... 6/24/14
M-24.65-00..... 7/11/17
M-24.66-00..... 7/11/17
M-40.10-04..... 10/17/23
M-40.20-00..... 10/12/07
M-40.30-01..... 7/11/17
M-40.40-00..... 9/20/07
M-40.50-00..... 9/20/07
M-40.60-00..... 9/20/07
M-60.10-01..... 6/3/11
M-60.20-03..... 8/17/21
M-65.10-03..... 8/17/21
M-80.10-01..... 6/3/11
M-80.20-00..... 6/10/08
M-80.30-00..... 6/10/08

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PART III – CONSTRUCTION PLANS (BOUND SEPARATELY)

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APPENDICES:

A WASHINGTON STATE PREVAILING WAGES

B GEOTECHNICAL INFORMATION

C POTHOLING INFORMATION

D PERMITS AND INADVERTENT DISCOVERY PLAN

APPENDIX A

WASHINGTON STATE PREVAILING WAGES

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: 02/23/2024

County	Trade	Job Classification	Wage	Holiday	Overtime	Note	*Risk Class
Kitsap	Asbestos Abatement Workers	Journey Level	$59.07	5D	1H		View
Kitsap	Boilermakers	Journey Level	$74.29	5N	1C		View
Kitsap	Brick Mason	Journey Level	$69.07	7E	1N		View
Kitsap	Brick Mason	Pointer-Caulker-Cleaner	$69.07	7E	1N		View
Kitsap	Building Service Employees	Janitor	$16.28		1		View
Kitsap	Building Service Employees	Shampooer	$16.28		1		View
Kitsap	Building Service Employees	Waxer	$16.28		1		View
Kitsap	Building Service Employees	Window Cleaner	$16.28		1		View
Kitsap	Cabinet Makers (In Shop)	Journey Level	$23.72		1		View
Kitsap	Carpenters	Acoustical Worker	$74.96	15J	4C		View
Kitsap	Carpenters	Bridge, Dock And Wharf Carpenters	$74.96	15J	4C		View
Kitsap	Carpenters	Floor Layer & Floor Finisher	$74.96	15J	4C		View
Kitsap	Carpenters	Journey Level	$74.96	15J	4C		View
Kitsap	Carpenters	Scaffold Erector	$74.96	15J	4C		View
Kitsap	Cement Masons	Application of all Composition Mastic	$72.87	15J	4U		View
Kitsap	Cement Masons	Application of all Epoxy Material	$72.37	15J	4U		View
Kitsap	Cement Masons	Application of all Plastic Material	$72.87	15J	4U		View
Kitsap	Cement Masons	Application of Sealing Compound	$72.37	15J	4U		View
Kitsap	Cement Masons	Application of Underlayment	$72.87	15J	4U		View
Kitsap	Cement Masons	Building General	$72.37	15J	4U		View
Kitsap	Cement Masons	Composition or Kalman Floors	$72.87	15J	4U		View
Kitsap	Cement Masons	Concrete Paving	$72.37	15J	4U		View
Kitsap	Cement Masons	Curb & Gutter Machine	$72.87	15J	4U		View
Kitsap	Cement Masons	Curb & Gutter, Sidewalks	$72.37	15J	4U		View
Kitsap	Cement Masons	Curing Concrete	$72.37	15J	4U		View
Kitsap	Cement Masons	Finish Colored Concrete	$72.87	15J	4U		View

Kitsap	Cement Masons	Floor Grinding	$72.87	15J	4U		View
Kitsap	Cement Masons	Floor Grinding/Polisher	$72.37	15J	4U		View
Kitsap	Cement Masons	Green Concrete Saw, self-powered	$72.87	15J	4U		View
Kitsap	Cement Masons	Grouting of all Plates	$72.37	15J	4U		View
Kitsap	Cement Masons	Grouting of all Tilt-up Panels	$72.37	15J	4U		View
Kitsap	Cement Masons	Gunite Nozzleman	$72.87	15J	4U		View
Kitsap	Cement Masons	Hand Powered Grinder	$72.87	15J	4U		View
Kitsap	Cement Masons	Journey Level	$72.37	15J	4U		View
Kitsap	Cement Masons	Patching Concrete	$72.37	15J	4U		View
Kitsap	Cement Masons	Pneumatic Power Tools	$72.87	15J	4U		View
Kitsap	Cement Masons	Power Chipping & Brushing	$72.87	15J	4U		View
Kitsap	Cement Masons	Sand Blasting Architectural Finish	$72.87	15J	4U		View
Kitsap	Cement Masons	Screed & Rodding Machine	$72.87	15J	4U		View
Kitsap	Cement Masons	Spackling or Skim Coat Concrete	$72.37	15J	4U		View
Kitsap	Cement Masons	Troweling Machine Operator	$72.87	15J	4U		View
Kitsap	Cement Masons	Troweling Machine Operator on Colored Slabs	$72.87	15J	4U		View
Kitsap	Cement Masons	Tunnel Workers	$72.87	15J	4U		View
Kitsap	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	$129.71	15J	4C		View
Kitsap	Divers & Tenders	Dive Supervisor/Master	$93.94	15J	4C		View
Kitsap	Divers & Tenders	Diver	$129.71	15J	4C	8V	View
Kitsap	Divers & Tenders	Diver On Standby	$88.94	15J	4C		View
Kitsap	Divers & Tenders	Diver Tender	$80.82	15J	4C		View
Kitsap	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	$93.26	15J	4C		View
Kitsap	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	$98.26	15J	4C		View
Kitsap	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	$102.26	15J	4C		View
Kitsap	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	$107.26	15J	4C		View
Kitsap	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	$109.76	15J	4C		View
Kitsap	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	$114.76	15J	4C		View
Kitsap	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	$116.76	15J	4C		View
Kitsap	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	$118.76	15J	4C		View

Kitsap	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	$120.76	15J	4C		View
Kitsap	Divers & Tenders	Manifold Operator	$80.82	15J	4C		View
Kitsap	Divers & Tenders	Manifold Operator Mixed Gas	$85.82	15J	4C		View
Kitsap	Divers & Tenders	Remote Operated Vehicle Operator/Technician	$80.82	15J	4C		View
Kitsap	Divers & Tenders	Remote Operated Vehicle Tender	$75.41	15J	4C		View
Kitsap	Dredge Workers	Assistant Engineer	$79.62	5D	3F		View
Kitsap	Dredge Workers	Assistant Mate (Deckhand)	$79.01	5D	3F		View
Kitsap	Dredge Workers	Boatmen	$79.62	5D	3F		View
Kitsap	Dredge Workers	Engineer Welder	$81.15	5D	3F		View
Kitsap	Dredge Workers	Leverman, Hydraulic	$82.77	5D	3F		View
Kitsap	Dredge Workers	Mates	$79.62	5D	3F		View
Kitsap	Dredge Workers	Oiler	$79.01	5D	3F		View
Kitsap	Drywall Applicator	Journey Level	$74.96	15J	4C		View
Kitsap	Drywall Tapers	Journey Level	$74.50	5P	1E		View
Kitsap	Electrical Fixture Maintenance Workers	Journey Level	$37.19	5L	1E		View
Kitsap	Electricians - Inside	Cable Splicer	$105.59	7C	4E		View
Kitsap	Electricians - Inside	Cable Splicer (tunnel)	$113.52	7C	4E		View
Kitsap	Electricians - Inside	Certified Welder	$101.98	7C	4E		View
Kitsap	Electricians - Inside	Certified Welder (tunnel)	$109.56	7C	4E		View
Kitsap	Electricians - Inside	Construction Stock Person	$49.28	7C	4E		View
Kitsap	Electricians - Inside	Journey Level	$98.38	7C	4E		View
Kitsap	Electricians - Inside	Journey Level (tunnel)	$105.59	7C	4E		View
Kitsap	Electricians - Motor Shop	Craftsman	$16.28		1		View
Kitsap	Electricians - Motor Shop	Journey Level	$16.28		1		View
Kitsap	Electricians - Powerline Construction	Cable Splicer	$93.00	5A	4D		View
Kitsap	Electricians - Powerline Construction	Certified Line Welder	$85.42	5A	4D		View
Kitsap	Electricians - Powerline Construction	Groundperson	$55.27	5A	4D		View
Kitsap	Electricians - Powerline Construction	Heavy Line Equipment Operator	$85.42	5A	4D		View
Kitsap	Electricians - Powerline Construction	Journey Level Lineperson	$85.42	5A	4D		View
Kitsap	Electricians - Powerline Construction	Line Equipment Operator	$73.35	5A	4D		View
Kitsap	Electricians - Powerline Construction	Meter Installer	$55.27	5A	4D	8W	View
Kitsap	Electricians - Powerline Construction	Pole Sprayer	$85.42	5A	4D		View
Kitsap	Electricians - Powerline Construction	Powderperson	$63.50	5A	4D		View
Kitsap	Electronic Technicians	Journey Level	$63.38	7E	1E		View
Kitsap	Elevator Constructors	Mechanic	$107.49	7D	4A		View
Kitsap	Elevator Constructors	Mechanic In Charge	$116.13	7D	4A		View

Kitsap	Fabricated Precast Concrete Products	Journey Level	$16.28		1		View
Kitsap	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	$16.28		1		View
Kitsap	Fence Erectors	Fence Erector	$50.07	15J	11P	8Y	View
Kitsap	Fence Erectors	Fence Laborer	$50.07	15J	11P	8Y	View
Kitsap	Flaggers	Journey Level	$50.07	15J	11P	8Y	View
Kitsap	Glaziers	Journey Level	$79.16	7L	1Y		View
Kitsap	Heat & Frost Insulators And Asbestos Workers	Journey Level	$87.15	15H	11C		View
Kitsap	Heating Equipment Mechanics	Journey Level	$96.42	7F	1E		View
Kitsap	Hod Carriers & Mason Tenders	Journey Level	$62.49	15J	11P	8Y	View
Kitsap	Industrial Power Vacuum Cleaner	Journey Level	$29.89		1		View
Kitsap	Inland Boatmen	Boat Operator	$61.41	5B	1K		View
Kitsap	Inland Boatmen	Cook	$56.48	5B	1K		View
Kitsap	Inland Boatmen	Deckhand	$57.48	5B	1K		View
Kitsap	Inland Boatmen	Deckhand Engineer	$58.81	5B	1K		View
Kitsap	Inland Boatmen	Launch Operator	$58.89	5B	1K		View
Kitsap	Inland Boatmen	Mate	$57.31	5B	1K		View
Kitsap	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator	$49.48	15M	11O		View
Kitsap	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Foamer Operator	$49.48	15M	11O		View
Kitsap	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	$49.48	15M	11O		View
Kitsap	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	$47.41	15M	11O		View
Kitsap	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	$41.20	15M	11O		View
Kitsap	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	TV Truck Operator	$44.31	15M	11O		View
Kitsap	Insulation Applicators	Journey Level	$74.96	15J	4C		View
Kitsap	Ironworkers	Journeyman	$85.80	15K	11N		View
Kitsap	Laborers	Air, Gas Or Electric Vibrating Screed	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Airtrac Drill Operator	$60.90	15J	11P	8Y	View
Kitsap	Laborers	Ballast Regular Machine	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Batch Weighman	$50.07	15J	11P	8Y	View
Kitsap	Laborers	Brick Pavers	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Brush Cutter	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Brush Hog Feeder	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Burner	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Caisson Worker	$60.90	15J	11P	8Y	View

Kitsap	Laborers	Carpenter Tender	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Cement Dumper-paving	$60.15	15J	11P	8Y	View
Kitsap	Laborers	Cement Finisher Tender	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Change House Or Dry Shack	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Chipping Gun (30 Lbs. And Over)	$60.15	15J	11P	8Y	View
Kitsap	Laborers	Chipping Gun (Under 30 Lbs.)	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Choker Setter	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Chuck Tender	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Clary Power Spreader	$60.15	15J	11P	8Y	View
Kitsap	Laborers	Clean-up Laborer	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Concrete Dumper/Chute Operator	$60.15	15J	11P	8Y	View
Kitsap	Laborers	Concrete Form Stripper	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Concrete Placement Crew	$60.15	15J	11P	8Y	View
Kitsap	Laborers	Concrete Saw Operator/Core Driller	$60.15	15J	11P	8Y	View
Kitsap	Laborers	Crusher Feeder	$50.07	15J	11P	8Y	View
Kitsap	Laborers	Curing Laborer	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Ditch Digger	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Diver	$60.90	15J	11P	8Y	View
Kitsap	Laborers	Drill Operator (Hydraulic, Diamond)	$60.15	15J	11P	8Y	View
Kitsap	Laborers	Dry Stack Walls	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Dump Person	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Epoxy Technician	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Erosion Control Worker	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Faller & Bucker Chain Saw	$60.15	15J	11P	8Y	View
Kitsap	Laborers	Fine Graders	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Firewatch	$50.07	15J	11P	8Y	View
Kitsap	Laborers	Form Setter	$60.15	15J	11P	8Y	View
Kitsap	Laborers	Gabian Basket Builders	$59.07	15J	11P	8Y	View
Kitsap	Laborers	General Laborer	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Grade Checker & Transit Person	$62.49	15J	11P	8Y	View
Kitsap	Laborers	Grinders	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Grout Machine Tender	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Groutmen (Pressure) Including Post Tension Beams	$60.15	15J	11P	8Y	View
Kitsap	Laborers	Guardrail Erector	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Hazardous Waste Worker (Level A)	$60.90	15J	11P	8Y	View
Kitsap	Laborers	Hazardous Waste Worker (Level B)	$60.15	15J	11P	8Y	View
Kitsap	Laborers	Hazardous Waste Worker (Level C)	$59.07	15J	11P	8Y	View
Kitsap	Laborers	High Scaler	$60.90	15J	11P	8Y	View

Kitsap	Laborers	Jackhammer	$60.15	15J	11P	8Y	View
Kitsap	Laborers	Laserbeam Operator	$60.15	15J	11P	8Y	View
Kitsap	Laborers	Maintenance Person	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Manhole Builder-Mudman	$60.15	15J	11P	8Y	View
Kitsap	Laborers	Material Yard Person	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Mold Abatement Worker	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Motorman-Dinky Locomotive	$62.59	15J	11P	8Y	View
Kitsap	Laborers	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)	$62.49	15J	11P	8Y	View
Kitsap	Laborers	Pavement Breaker	$60.15	15J	11P	8Y	View
Kitsap	Laborers	Pilot Car	$50.07	15J	11P	8Y	View
Kitsap	Laborers	Pipe Layer (Lead)	$62.49	15J	11P	8Y	View
Kitsap	Laborers	Pipe Layer/Tailor	$60.15	15J	11P	8Y	View
Kitsap	Laborers	Pipe Pot Tender	$60.15	15J	11P	8Y	View
Kitsap	Laborers	Pipe Reliner	$60.15	15J	11P	8Y	View
Kitsap	Laborers	Pipe Wrapper	$60.15	15J	11P	8Y	View
Kitsap	Laborers	Pot Tender	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Powderman	$60.90	15J	11P	8Y	View
Kitsap	Laborers	Powderman's Helper	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Power Jacks	$60.15	15J	11P	8Y	View
Kitsap	Laborers	Railroad Spike Puller - Power	$60.15	15J	11P	8Y	View
Kitsap	Laborers	Raker - Asphalt	$62.49	15J	11P	8Y	View
Kitsap	Laborers	Re-timberman	$60.90	15J	11P	8Y	View
Kitsap	Laborers	Remote Equipment Operator	$60.15	15J	11P	8Y	View
Kitsap	Laborers	Rigger/Signal Person	$60.15	15J	11P	8Y	View
Kitsap	Laborers	Rip Rap Person	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Rivet Buster	$60.15	15J	11P	8Y	View
Kitsap	Laborers	Rodder	$60.15	15J	11P	8Y	View
Kitsap	Laborers	Scaffold Erector	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Scale Person	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Sloper (Over 20")	$60.15	15J	11P	8Y	View
Kitsap	Laborers	Sloper Sprayer	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Spreader (Concrete)	$60.15	15J	11P	8Y	View
Kitsap	Laborers	Stake Hopper	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Stock Piler	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Swinging Stage/Boatswain Chair	$50.07	15J	11P	8Y	View
Kitsap	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	$60.15	15J	11P	8Y	View
Kitsap	Laborers	Tamper (Multiple & Self-propelled)	$60.15	15J	11P	8Y	View
Kitsap	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	$60.15	15J	11P	8Y	View
Kitsap	Laborers	Toolroom Person (at Jobsite)	$59.07	15J	11P	8Y	View

Kitsap	Laborers	Topper	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Track Laborer	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Track Liner (Power)	$60.15	15J	11P	8Y	View
Kitsap	Laborers	Traffic Control Laborer	$53.54	15J	11P	9C	View
Kitsap	Laborers	Traffic Control Supervisor	$56.73	15J	11P	9C	View
Kitsap	Laborers	Truck Spotter	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Tugger Operator	$60.15	15J	11P	8Y	View
Kitsap	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	$175.79	15J	11P	9B	View
Kitsap	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	$180.82	15J	11P	9B	View
Kitsap	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	$184.50	15J	11P	9B	View
Kitsap	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	$190.20	15J	11P	9B	View
Kitsap	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	$192.32	15J	11P	9B	View
Kitsap	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	$197.42	15J	11P	9B	View
Kitsap	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	$199.32	15J	11P	9B	View
Kitsap	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	$201.32	15J	11P	9B	View
Kitsap	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	$203.32	15J	11P	9B	View
Kitsap	Laborers	Tunnel Work-Guage and Lock Tender	$62.59	15J	11P	8Y	View
Kitsap	Laborers	Tunnel Work-Miner	$62.59	15J	11P	8Y	View
Kitsap	Laborers	Vibrator	$60.15	15J	11P	8Y	View
Kitsap	Laborers	Vinyl Seamer	$59.07	15J	11P	8Y	View
Kitsap	Laborers	Watchman	$45.51	15J	11P	8Y	View
Kitsap	Laborers	Welder	$60.15	15J	11P	8Y	View
Kitsap	Laborers	Well Point Laborer	$60.15	15J	11P	8Y	View
Kitsap	Laborers	Window Washer/Cleaner	$45.51	15J	11P	8Y	View
Kitsap	Laborers - Underground Sewer & Water	General Laborer & Topman	$59.07	15J	11P	8Y	View
Kitsap	Laborers - Underground Sewer & Water	Pipe Layer	$60.15	15J	11P	8Y	View
Kitsap	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	$45.51	15J	11P	8Y	View
Kitsap	Landscape Construction	Landscape Operator	$78.71	15J	11G	8X	View
Kitsap	Landscape Maintenance	Groundskeeper	$16.28		1		View
Kitsap	Lathers	Journey Level	$74.96	15J	4C		View
Kitsap	Marble Setters	Journey Level	$69.07	7E	1N		View
Kitsap	Metal Fabrication (In Shop)	Fitter	$26.96		1		View
Kitsap	Metal Fabrication (In Shop)	Laborer	$16.28		1		View
Kitsap	Metal Fabrication (In Shop)	Machine Operator	$16.28		1		View
Kitsap	Metal Fabrication (In Shop)	Welder	$16.28		1		View
Kitsap	Millwright	Journey Level	$76.51	15J	4C		View

Kitsap	Modular Buildings	Cabinet Assembly	$16.28		1		View
Kitsap	Modular Buildings	Electrician	$16.28		1		View
Kitsap	Modular Buildings	Equipment Maintenance	$16.28		1		View
Kitsap	Modular Buildings	Plumber	$16.28		1		View
Kitsap	Modular Buildings	Production Worker	$16.28		1		View
Kitsap	Modular Buildings	Tool Maintenance	$16.28		1		View
Kitsap	Modular Buildings	Utility Person	$16.28		1		View
Kitsap	Modular Buildings	Welder	$16.28		1		View
Kitsap	Painters	Journey Level	$51.71	6Z	11J		View
Kitsap	Pile Driver	Crew Tender	$80.82	15J	4C		View
Kitsap	Pile Driver	Journey Level	$75.41	15J	4C		View
Kitsap	Plasterers	Journey Level	$70.91	7Q	1R		View
Kitsap	Plasterers	Nozzleman	$74.91	7Q	1R		View
Kitsap	Playground & Park Equipment Installers	Journey Level	$16.28		1		View
Kitsap	Plumbers & Pipefitters	Journey Level	$85.72	5A	1G		View
Kitsap	Power Equipment Operators	Asphalt Plant Operators	$80.02	15J	11G	8X	View
Kitsap	Power Equipment Operators	Assistant Engineer	$75.26	15J	11G	8X	View
Kitsap	Power Equipment Operators	Barrier Machine (zipper)	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators	Batch Plant Operator: concrete	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators	Boat Operator	$80.05	7A	11H	8X	View
Kitsap	Power Equipment Operators	Bobcat	$75.26	15J	11G	8X	View
Kitsap	Power Equipment Operators	Brokk - Remote Demolition Equipment	$75.26	15J	11G	8X	View
Kitsap	Power Equipment Operators	Brooms	$75.26	15J	11G	8X	View
Kitsap	Power Equipment Operators	Bump Cutter	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators	Cableways	$80.02	15J	11G	8X	View
Kitsap	Power Equipment Operators	Chipper	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators	Compressor	$75.26	15J	11G	8X	View
Kitsap	Power Equipment Operators	Concrete Finish Machine - Laser Screed	$75.26	15J	11G	8X	View
Kitsap	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	$78.71	15J	11G	8X	View
Kitsap	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	$80.02	15J	11G	8X	View
Kitsap	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators	Conveyors	$78.71	15J	11G	8X	View
Kitsap	Power Equipment Operators	Cranes Friction: 200 tons and over	$82.49	7A	11H	8X	View
Kitsap	Power Equipment Operators	Cranes, A-frame: 10 tons and under	$75.29	7A	11H	8X	View
Kitsap	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	$80.86	7A	11H	8X	View

Kitsap	Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	$79.35	7A	11H	8X	View
Kitsap	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	$81.69	7A	11H	8X	View
Kitsap	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	$82.49	7A	11H	8X	View
Kitsap	Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	$80.05	7A	11H	8X	View
Kitsap	Power Equipment Operators	Cranes: Friction cranes through 199 tons	$81.69	7A	11H	8X	View
Kitsap	Power Equipment Operators	Cranes: through 19 tons with attachments, a-frame over 10 tons	$78.74	7A	11H	8X	View
Kitsap	Power Equipment Operators	Crusher	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators	Deck Engineer/Deck Winches (power)	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators	Derricks, On Building Work	$80.02	15J	11G	8X	View
Kitsap	Power Equipment Operators	Dozers D-9 & Under	$78.71	15J	11G	8X	View
Kitsap	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	$78.71	15J	11G	8X	View
Kitsap	Power Equipment Operators	Drilling Machine	$80.82	15J	11G	8X	View
Kitsap	Power Equipment Operators	Elevator and man-lift: permanent and shaft type	$75.26	15J	11G	8X	View
Kitsap	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators	Forklift: 3000 lbs and over with attachments	$78.71	15J	11G	8X	View
Kitsap	Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	$75.26	15J	11G	8X	View
Kitsap	Power Equipment Operators	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators	Gradechecker/Stakeman	$75.26	15J	11G	8X	View
Kitsap	Power Equipment Operators	Guardrail Punch	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	$80.02	15J	11G	8X	View
Kitsap	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators	Horizontal/Directional Drill Locator	$78.71	15J	11G	8X	View
Kitsap	Power Equipment Operators	Horizontal/Directional Drill Operator	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators	Hydralifts/Boom Trucks Over 10 Tons	$78.74	7A	11H	8X	View
Kitsap	Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	$75.29	7A	11H	8X	View
Kitsap	Power Equipment Operators	Leverman	$81.65	15J	11G	8X	View

Kitsap	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	$80.02	15J	11G	8X	View
Kitsap	Power Equipment Operators	Loaders, Overhead Under 6 Yards	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators	Loaders, Plant Feed	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators	Loaders: Elevating Type Belt	$78.71	15J	11G	8X	View
Kitsap	Power Equipment Operators	Locomotives, All	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators	Material Transfer Device	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators	Mechanics: All (Leadmen - $0.50 per hour over mechanic)	$80.82	15J	11G	8X	View
Kitsap	Power Equipment Operators	Motor Patrol Graders	$80.02	15J	11G	8X	View
Kitsap	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	$80.02	15J	11G	8X	View
Kitsap	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	$75.26	15J	11G	8X	View
Kitsap	Power Equipment Operators	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	$78.71	15J	11G	8X	View
Kitsap	Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	$79.35	7A	11H	8X	View
Kitsap	Power Equipment Operators	Overhead, bridge type: 100 tons and over	$80.86	7A	11H	8X	View
Kitsap	Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	$80.05	7A	11H	8X	View
Kitsap	Power Equipment Operators	Pavement Breaker	$75.26	15J	11G	8X	View
Kitsap	Power Equipment Operators	Pile Driver (other Than Crane Mount)	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	$78.71	15J	11G	8X	View
Kitsap	Power Equipment Operators	Posthole Digger, Mechanical	$75.26	15J	11G	8X	View
Kitsap	Power Equipment Operators	Power Plant	$75.26	15J	11G	8X	View
Kitsap	Power Equipment Operators	Pumps - Water	$75.26	15J	11G	8X	View
Kitsap	Power Equipment Operators	Quad 9, Hd 41, D10 And Over	$80.02	15J	11G	8X	View
Kitsap	Power Equipment Operators	Quick Tower: no cab, under 100 feet in height base to boom	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	$80.02	15J	11G	8X	View
Kitsap	Power Equipment Operators	Rigger and Bellman	$75.29	7A	11H	8X	View
Kitsap	Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	$78.74	7A	11H	8X	View
Kitsap	Power Equipment Operators	Rollagon	$80.02	15J	11G	8X	View
Kitsap	Power Equipment Operators	Roller, Other Than Plant Mix	$75.26	15J	11G	8X	View
Kitsap	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	$78.71	15J	11G	8X	View
Kitsap	Power Equipment Operators	Roto-mill, Roto-grinder	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators	Saws - Concrete	$78.71	15J	11G	8X	View
Kitsap	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators	Scrapers - Concrete & Carry All	$78.71	15J	11G	8X	View

Kitsap	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	$80.02	15J	11G	8X	View
Kitsap	Power Equipment Operators	Service Engineers: Equipment	$78.71	15J	11G	8X	View
Kitsap	Power Equipment Operators	Shotcrete/Gunite Equipment	$75.26	15J	11G	8X	View
Kitsap	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	$78.71	15J	11G	8X	View
Kitsap	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	$80.02	15J	11G	8X	View
Kitsap	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	$80.82	15J	11G	8X	View
Kitsap	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	$81.65	15J	11G	8X	View
Kitsap	Power Equipment Operators	Slipform Pavers	$80.02	15J	11G	8X	View
Kitsap	Power Equipment Operators	Spreader, Topsider & Screedman	$80.02	15J	11G	8X	View
Kitsap	Power Equipment Operators	Subgrader Trimmer	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators	Tower Bucket Elevators	$78.71	15J	11G	8X	View
Kitsap	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	$81.69	7A	11H	8X	View
Kitsap	Power Equipment Operators	Tower crane: up to 175' in height base to boom	$80.86	7A	11H	8X	View
Kitsap	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom	$82.49	7A	11H	8X	View
Kitsap	Power Equipment Operators	Transporters, All Track Or Truck Type	$80.02	15J	11G	8X	View
Kitsap	Power Equipment Operators	Trenching Machines	$78.71	15J	11G	8X	View
Kitsap	Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	$79.35	7A	11H	8X	View
Kitsap	Power Equipment Operators	Truck crane oiler/driver: under 100 tons	$78.74	7A	11H	8X	View
Kitsap	Power Equipment Operators	Truck Mount Portable Conveyor	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators	Vac Truck (Vactor Guzzler, Hydro Excavator)	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators	Welder	$80.02	15J	11G	8X	View
Kitsap	Power Equipment Operators	Wheel Tractors, Farmall Type	$75.26	15J	11G	8X	View
Kitsap	Power Equipment Operators	Yo Yo Pay Dozer	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant Operators	$80.02	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Assistant Engineer	$75.26	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Barrier Machine (zipper)	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Batch Plant Operator, Concrete	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Boat Operator	$80.05	7A	11H	8X	View
Kitsap	Power Equipment Operators-	Bobcat	$75.26	15J	11G	8X	View

	Underground Sewer & Water						
Kitsap	Power Equipment Operators-Underground Sewer & Water	Brokk - Remote Demolition Equipment	$75.26	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Brooms	$75.26	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Bump Cutter	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Cableways	$80.02	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Chipper	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Compressor	$75.26	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Concrete Finish Machine - Laser Screed	$75.26	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	$78.71	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42 M	$80.02	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Conveyors	$78.71	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Cranes Friction: 200 tons and over	$82.49	7A	11H	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Cranes, A-frame: 10 tons and under	$75.29	7A	11H	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	$80.86	7A	11H	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	$79.35	7A	11H	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	$81.69	7A	11H	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	$82.49	7A	11H	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	$80.05	7A	11H	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Cranes: Friction cranes through 199 tons	$81.69	7A	11H	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Cranes: through 19 tons with attachments, a-frame over 10 tons	$78.74	7A	11H	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Crusher	$79.31	15J	11G	8X	View

Kitsap	Power Equipment Operators-Underground Sewer & Water	Deck Engineer/Deck Winches (power)	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Derricks, On Building Work	$80.02	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Dozers D-9 & Under	$78.71	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	$78.71	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Drilling Machine	$80.82	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	$75.26	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	$78.71	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	$75.26	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Grade Engineer: Using Blue Prints, Cut Sheets, Etc	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Gradechecker/Stakeman	$75.26	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Guardrail Punch	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	$80.02	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Horizontal/Directional Drill Locator	$78.71	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Horizontal/Directional Drill Operator	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	$75.29	7A	11H	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	$78.74	7A	11H	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Leverman	$81.65	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	$80.02	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Loaders, Overhead Under 6 Yards	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Loaders, Plant Feed	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Loaders: Elevating Type Belt	$78.71	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Locomotives, All	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Material Transfer Device	$79.31	15J	11G	8X	View

Kitsap	Power Equipment Operators-Underground Sewer & Water	Mechanics: All (Leadmen - $0.50 per hour over mechanic)	$80.82	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Motor Patrol Graders	$80.02	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	$80.02	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	$75.26	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Outside Hoists (Elevators and Manlifts), Air Tuggers, Strato	$78.71	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type Crane: 20 tons through 44 tons	$79.35	7A	11H	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type: 100 tons and over	$80.86	7A	11H	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	$80.05	7A	11H	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Pavement Breaker	$75.26	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Pile Driver (other Than Crane Mount)	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	$78.71	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Posthole Digger, Mechanical	$75.26	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Power Plant	$75.26	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Pumps - Water	$75.26	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Quad 9, Hd 41, D10 And Over	$80.02	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Quick Tower: no cab, under 100 feet in height base to boom	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	$80.02	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Rigger and Bellman	$75.29	7A	11H	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	$78.74	7A	11H	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Rollagon	$80.02	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Roller, Other Than Plant Mix	$75.26	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	$78.71	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Roto-mill, Roto-grinder	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Saws - Concrete	$78.71	15J	11G	8X	View

Kitsap	Power Equipment Operators-Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Scrapers - Concrete & Carry All	$78.71	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	$80.02	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Shotcrete/Gunite Equipment	$75.26	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	$78.71	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	$80.02	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	$80.82	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 90 Metric Tons	$81.65	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Slipform Pavers	$80.02	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Spreader, Topsider & Screedman	$80.02	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Subgrader Trimmer	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Tower Bucket Elevators	$78.71	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	$81.69	7A	11H	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Tower crane: up to 175' in height base to boom	$80.86	7A	11H	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom	$82.49	7A	11H	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Transporters, All Track Or Truck Type	$80.02	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Trenching Machines	$78.71	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	$79.35	7A	11H	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	$78.74	7A	11H	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Truck Mount Portable Conveyor	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Vac Truck (Vactor Guzzler, Hydro Excavator)	$79.31	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Welder	$80.02	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Wheel Tractors, Farmall Type	$75.26	15J	11G	8X	View
Kitsap	Power Equipment Operators-Underground Sewer & Water	Yo Yo Pay Dozer	$79.31	15J	11G	8X	View

Kitsap	Power Line Clearance Tree Trimmers	Journey Level In Charge	$57.22	5A	4A		View
Kitsap	Power Line Clearance Tree Trimmers	Spray Person	$54.32	5A	4A		View
Kitsap	Power Line Clearance Tree Trimmers	Tree Equipment Operator	$57.22	5A	4A		View
Kitsap	Power Line Clearance Tree Trimmers	Tree Trimmer	$51.18	5A	4A		View
Kitsap	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	$38.99	5A	4A		View
Kitsap	Refrigeration & Air Conditioning Mechanics	Journey Level	$87.46	5A	1G		View
Kitsap	Residential Brick Mason	Journey Level	$22.01		1		View
Kitsap	Residential Carpenters	Journey Level	$26.25		1		View
Kitsap	Residential Cement Masons	Journey Level	$39.88		1		View
Kitsap	Residential Drywall Applicators	Journey Level	$49.92	15J	4C		View
Kitsap	Residential Drywall Tapers	Journey Level	$25.84		1		View
Kitsap	Residential Electricians	Journey Level	$44.11		1		View
Kitsap	Residential Glaziers	Journey Level	$51.80	7L	1H		View
Kitsap	Residential Insulation Applicators	Journey Level	$18.03		1		View
Kitsap	Residential Laborers	Journey Level	$16.28		1		View
Kitsap	Residential Marble Setters	Journey Level	$22.01		1		View
Kitsap	Residential Painters	Journey Level	$20.85		1		View
Kitsap	Residential Plumbers & Pipefitters	Journey Level	$35.92		1		View
Kitsap	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	$40.21		1		View
Kitsap	Residential Sheet Metal Workers	Journey Level	$32.91		1		View
Kitsap	Residential Soft Floor Layers	Journey Level	$22.03		1		View
Kitsap	Residential Sprinkler Fitters (Fire Protection)	Journey Level	$31.53		1		View
Kitsap	Residential Stone Masons	Journey Level	$69.07	7E	1N		View
Kitsap	Residential Terrazzo Workers	Journey Level	$16.28		1		View
Kitsap	Residential Terrazzo/Tile Finishers	Journey Level	$39.09		1		View
Kitsap	Residential Tile Setters	Journey Level	$35.40		1		View
Kitsap	Roofers	Journey Level	$61.95	5A	3H		View
Kitsap	Roofers	Using Irritable Bituminous Materials	$64.95	5A	3H		View
Kitsap	Sheet Metal Workers	Journey Level (Field or Shop)	$96.42	7F	1E		View
Kitsap	Shipbuilding & Ship Repair	New Construction Boilermaker	$51.85	7X	4J		View
Kitsap	Shipbuilding & Ship Repair	New Construction Carpenter	$51.85	7X	4J		View
Kitsap	Shipbuilding & Ship Repair	New Construction Crane Operator	$41.83	7V	1		View
Kitsap	Shipbuilding & Ship Repair	New Construction Electrician	$51.85	7X	4J		View
Kitsap	Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	$87.15	15H	11C		View
Kitsap	Shipbuilding & Ship Repair	New Construction Laborer	$51.85	7X	4J		View

Kitsap	Shipbuilding & Ship Repair	New Construction Machinist	$51.85	7X	4J		View
Kitsap	Shipbuilding & Ship Repair	New Construction Operating Engineer	$41.83	7V	1		View
Kitsap	Shipbuilding & Ship Repair	New Construction Painter	$51.95	7X	4J		View
Kitsap	Shipbuilding & Ship Repair	New Construction Pipefitter	$51.85	7X	4J		View
Kitsap	Shipbuilding & Ship Repair	New Construction Rigger	$51.85	7X	4J		View
Kitsap	Shipbuilding & Ship Repair	New Construction Sheet Metal	$51.85	7X	4J		View
Kitsap	Shipbuilding & Ship Repair	New Construction Shipwright	$51.85	7X	4J		View
Kitsap	Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	$41.83	7V	1		View
Kitsap	Shipbuilding & Ship Repair	New Construction Welder / Burner	$51.85	7X	4J		View
Kitsap	Shipbuilding & Ship Repair	Ship Repair Boilermaker	$51.85	7X	4J		View
Kitsap	Shipbuilding & Ship Repair	Ship Repair Carpenter	$51.85	7X	4J		View
Kitsap	Shipbuilding & Ship Repair	Ship Repair Crane Operator	$45.06	7Y	4K		View
Kitsap	Shipbuilding & Ship Repair	Ship Repair Electrician	$51.85	7X	4J		View
Kitsap	Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	$87.15	15H	11C		View
Kitsap	Shipbuilding & Ship Repair	Ship Repair Laborer	$51.85	7X	4J		View
Kitsap	Shipbuilding & Ship Repair	Ship Repair Machinist	$51.85	7X	4J		View
Kitsap	Shipbuilding & Ship Repair	Ship Repair Operating Engineer	$45.06	7Y	4K		View
Kitsap	Shipbuilding & Ship Repair	Ship Repair Painter	$51.95	7X	4J		View
Kitsap	Shipbuilding & Ship Repair	Ship Repair Pipefitter	$51.85	7X	4J		View
Kitsap	Shipbuilding & Ship Repair	Ship Repair Rigger	$51.85	7X	4J		View
Kitsap	Shipbuilding & Ship Repair	Ship Repair Sheet Metal	$51.85	7X	4J		View
Kitsap	Shipbuilding & Ship Repair	Ship Repair Shipwright	$51.85	7X	4J		View
Kitsap	Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	$45.06	7Y	4K		View
Kitsap	Sign Makers & Installers (Electrical)	Journey Level	$58.04	0	1		View
Kitsap	Sign Makers & Installers (Non-Electrical)	Journey Level	$37.08	0	1		View
Kitsap	Soft Floor Layers	Journey Level	$66.32	15J	4C		View
Kitsap	Solar Controls For Windows	Journey Level	$16.28		1		View
Kitsap	Sprinkler Fitters (Fire Protection)	Journey Level	$93.99	5C	1X		View
Kitsap	Stage Rigging Mechanics (Non Structural)	Journey Level	$16.28		1		View
Kitsap	Stone Masons	Journey Level	$69.07	7E	1N		View
Kitsap	Street And Parking Lot Sweeper Workers	Journey Level	$16.28		1		View
Kitsap	Surveyors	Assistant Construction Site Surveyor	$78.74	7A	11H	8X	View
Kitsap	Surveyors	Chainman	$75.29	7A	11H	8X	View
Kitsap	Surveyors	Construction Site Surveyor	$80.05	7A	11H	8X	View
Kitsap	Surveyors	Drone Operator (when used in conjunction with survey work only)	$75.29	7A	11H	8X	View
Kitsap	Surveyors	Ground Penetrating Radar Operator	$75.29	7A	11H	8X	View

Kitsap	Telecommunication Technicians	Journey Level	$63.38	7E	1E		View
Kitsap	Telephone Line Construction - Outside	Cable Splicer	$40.11	5A	2B		View
Kitsap	Telephone Line Construction - Outside	Hole Digger/Ground Person	$26.67	5A	2B		View
Kitsap	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	$33.49	5A	2B		View
Kitsap	Telephone Line Construction - Outside	Telephone Lineperson	$37.90	5A	2B		View
Kitsap	Terrazzo Workers	Journey Level	$62.36	7E	1N		View
Kitsap	Tile Setters	Journey Level	$62.36	7E	1N		View
Kitsap	Tile, Marble & Terrazzo Finishers	Finisher	$53.19	7E	1N		View
Kitsap	Traffic Control Stripers	Journey Level	$89.54	15L	1K		View
Kitsap	Truck Drivers	Asphalt Mix Over 16 Yards	$74.20	15J	11M	8L	View
Kitsap	Truck Drivers	Asphalt Mix To 16 Yards	$73.36	15J	11M	8L	View
Kitsap	Truck Drivers	Dump Truck	$73.36	15J	11M	8L	View
Kitsap	Truck Drivers	Dump Truck & Trailer	$74.20	15J	11M	8L	View
Kitsap	Truck Drivers	Other Trucks	$74.20	15J	11M	8L	View
Kitsap	Truck Drivers - Ready Mix	Transit Mix	$74.20	15J	11M	8L	View
Kitsap	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	$16.28		1		View
Kitsap	Well Drillers & Irrigation Pump Installers	Oiler	$16.28		1		View
Kitsap	Well Drillers & Irrigation Pump Installers	Well Driller	$16.28		1		View

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APPENDIX B

GEOTECHNICAL INFORMATION

GEOTECHNICAL ENGINEERING REPORT

Bethel and Lincoln Roundabout
Port Orchard, Washington

Prepared for: Skillings

Project No. 200615 • February 16, 2024 FINAL

Aspect
A Geosyntec Company

earth + water

GEOTECHNICAL ENGINEERING REPORT

Bethel and Lincoln Roundabout
Port Orchard, Washington

Prepared for: Skillings

Project No. 200615 • February 16, 2024 FINAL

Aspect Consulting, LLC

2/16/24

Erik O. Andersen, PE
Principal Geotechnical Engineer
eandersen@aspectconsulting.com

V:\200615 Port Orchard Bethel and Lincoln Roundabout\Deliverables\Bethel Lincoln Roundabout\Final\Bethel Lincoln RAB Geotechnical Report_Final.docx

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1 Project Description

This geotechnical engineering report was prepared in support of final design for a new roundabout and intersection modifications at the intersections of Bethel Road SE, Lincoln Avenue SE, and SE Lundberg Road, in Port Orchard, Washington (Project). Major Project elements include:

- A new circular roundabout, centered to the west of the existing intersection of Bethel and Lincoln
- Approach modifications along Bethel to the north and south of the new roundabout
- A new leg running southwest from the roundabout to connect into Lundberg. This new section of roadway traverses undeveloped land and wetland areas
- Converting the existing minor intersection at Mitchell and Lincoln into a traffic circle

A primary goal of this roundabout conversion is to improve safety for left-turning (westbound Lincoln to southbound Bethel) school bus traffic with trips originating from the South Kitsap School District bus parking lot.

The objective of the geotechnical engineering investigation is to explore soil and groundwater conditions and provide design and construction recommendations for the new roadway embankment and pavement section, any retaining walls that may be required, stormwater management, and general site earthwork.

2 Site Conditions

2.1 Surface Conditions

Bethel Road SE is a 2-lane arterial running north-south. SE Lundberg Road makes a tee connection with Bethel Road SE and extends west as a 2 lane rural connector. A few hundred feet north, Lincoln Avenue SE also makes a tee connection with Bethel and extends east as a 2 lane arterial toward Mitchell Road and continuing east to South Kitsap School District property.

Overall Site topography is fairly level. The pavement at the intersection with SE Lundberg at is Elevation 254 and the pavement surface at the intersection with Lincoln is at Elevation 248. The undeveloped parcel to the west of Bethel has localized low spots as low as about Elevation 242. The elevation datum used by Skillings in the surveyed base map is NAVD88.

2.2 General Site Geology

The Site is located within the Puget Lowland, a broad basin flanked by two mountain ranges: the Cascades to the east and the Olympics to the west. Most of the soil and surface topography in the Puget Lowland were deposited and shaped during repeating cycles of glacial and nonglacial stages over the past 2 million years. The most recent cycle, the Vashon Stade of the Fraser Glaciation (which ended about 13,000 to 16,000 years ago), is responsible for most of the present-day geologic and topographic conditions. During the Vashon Stade, an approximately 3,000-foot-thick ice sheet advanced from the north into the Puget Lowland. Silty and sandy sediments, including glaciolacustrine, glaciofluvial (i.e., outwash), and till, were deposited in front of and under the ice sheet, then were consolidated by its enormous weight. The advancing ice sheet also sculpted and smoothed the surface as it passed. Starting around 13,000 years ago, the ice front receded northward from the Puget Lowland as the ice sheet melted in place, leaving behind an unconsolidated sediment veneer over glacially consolidated deposits.

Several southeast-northwest-trending fault zones cross the Puget Lowland, including the Seattle Fault Zone, the Tacoma Fault Zone, the Olympia Fault, and others. There is evidence of Holocene activity (within the last 12,000 years) on most of them. The fault closest to the Site is the Seattle Fault, about 2 miles to the north, and last active about 1,100 years ago.

The geologic map (Yount et al, 1993) indicates that the Site is underlain by Vashon-age glacial till (symbol Qvt). It is described as a light to dark gray, unsorted, non-stratified mixture of clay, silt, sand, gravel, and boulders; very stiff and impermeable. This description is consistent with what was observed in the test pits at the Site, though the till has been weathered due to its proximity to the ground surface.

2.3 Subsurface Conditions

Subsurface conditions were explored by excavator test pit methods on June 18, 2021. The test pits were designated ATP-01 through ATP-06 at the approximate locations shown on Figure 2. The test pits were excavated to 12 to 13 feet below existing ground surface.

The test pits encountered variable thickness and consistency fill over relic topsoil, and native silt and sand, as discussed below.

Fill: Material that we infer as human-placed fill was encountered below the vegetated surficial soil in ATP-01 through ATP-05. An old relic topsoil layer was encountered below the fill in each of these test pits. The fill is typically brown to gray, loose, silty sand (SM) with variable gravel content and occasional pieces of asphalt. Fill was not encountered in ATP-06.

Relic Topsoil: Below the fill in ATP-01 through ATP-05 we encountered very loose, dark brown, silt with abundant organics, and variable sand content. We infer this to be the old topsoil layer and the former ground surface (before the fill was placed). The transition from bottom of fill to top of old topsoil layer was gradual, which is indicative of mixing/dozing that would have occurred when the fill was first placed. The thickness of the fill and buried topsoil together varied from 6 to 8 feet in ATP-01 through ATP-05.

Native, Glacially Consolidated Deposits: Below fill and relic topsoil in ATP-01 through ATP-05, and below the surficial vegetated layer in ATP-06, we encountered what we inferred to be native soil. This material consists of medium stiff and medium dense loose low plasticity sandy silt (ML) and silty sand (SM). The color of this soil was typically gray to light brown, and with reddish brown mottling (iron-oxide staining) which is indicative of a seasonally perched groundwater condition. We infer this native soil to be weathered glacial till, which is generally consistent with geologic mapping for the Site area. All of the test pits were terminated in the weathered till unit at depths ranging from 12 feet (in ATP-04) to 13 feet (all other test pits) below ground surface.

Groundwater seepage was typically encountered within the relic topsoil layer and near the top of the underlying native glacially consolidated material. The presence of perched water in the old topsoil over the native glacial material is an indication of the very low permeability of the native glacial material. The native glacial material was typically moist (unsaturated), however isolated zones of seepage were encountered within sandy pockets of the native glacial material in ATP-06.

Logs of the explorations are provided in Appendix A. Laboratory test results for selected soil samples are presented in Appendix B and on the test pit logs as appropriate.

3 Geotechnical Engineering Conclusions and Recommendations

3.1 Existing Fill and Buried Topsoil Compressibility

The portion of the proposed large roundabout and new leg extending southwest over the undeveloped and wetland area, is underlain by undocumented fill and old buried topsoil. There is a significant potential for undesirable differential settlement to occur if the new roundabout, and southwest leg, were constructed directly over the fill and old buried topsoil.

It is therefore our recommendation that the undocumented fill and buried topsoil be removed to expose competent and incompressible native glacial till, and the excavation replaced with imported granular structural fill that is systematically placed and compacted. This will establish a uniformly stable subgrade for new pavement and associated roundabout/roadway infrastructure. Based on our explorations (ATP-01 through ATP-05) an average removal and replacement depth of 8 feet would be required.

Alternatively, and as a lower construction cost alternative, the City could elect to sub-excavate and replace a reduced thickness of existing fill material, and to build back a reinforced sub-base and pavement section. With this alternative, a total combined flexible pavement section plus reinforced sub-base thickness of three feet will be sufficient to handle traffic loading. The undocumented fill and buried topsoil that would be left buried below the new roundabout and leg would still be susceptible to differential settlement. With a 3-foot remove and replace, and leaving approximately 5 feet of existing compressible fill and relic topsoil below the new roundabout, we estimate total settlements up to about 2½ inches could develop below the new pavement areas. Such settlement is expected to be highly differential and thus will likely be sufficient to cause localized ponding of stormwater. This potential can be mitigated to a certain degree with an exaggerated roadway crown and/or cross slope. In selecting this alternative, the City will need to consider the trade-offs associated with lower initial construction cost, versus greater long-term maintenance responsibility and cost.

3.2 Stormwater Management

Based on soil texture/gradation, presence of mottling stains, and the perched groundwater condition, we characterize the native soil underlying the Site to have very low permeability. The presence of standing water in nearby localized depressions corroborate this condition. We conclude that the native Site soil is unsuitable for stormwater infiltration. Accordingly, we recommend that stormwater be collected and conveyed into a storm sewer detention and conveyance system that discharges to an appropriate offsite facility.

3.3 Retaining Walls

Plans prepared by Skillings show that the large roundabout and associated new roadway embankment construction will not require any site retaining walls; however, three low fill walls will be required around the northwest, southwest, and northeast quadrants of the

new Lincoln/Mitchell traffic circle. The fill walls will be constructed using pre-cast concrete modular blocks, and they will be capped by new thickened edge cast in place concrete sidewalks. These walls will have exposed/retained heights varying from less than a foot (along the northeast quadrant) to less than four feet (along the northwest quadrant). It is currently envisaged that these modular block walls be Keystone or Allen Block, or equivalent, and they will be contractor designed. Design and construction recommendations and parameters are provided herein for contractor supplied and designed modular block walls.

Subgrade preparation should involve stripping all vegetation and organic matter and sub-excavating all loose/soft/unsuitable subgrade to expose competent and stable bearing surface. A leveling and bearing pad consisting of compacted crushed surfacing base or top course should be placed between the approved subgrade and the planned bottom block course. The compacted crushed surfacing leveling/bearing pad should be at least 12 inches thick, and it will need to be thicker where additional sub-excavation is necessary. An Aspect representative or qualified geo-inspector should witness wall subgrade preparation and approve the bearing surface before any crushed surfacing is placed.

Backfill behind these low block fill walls should be imported free-draining sand and gravel, such as Gravel Backfill for Walls as specified in Section 9-03.12(2) of the WSDOT Standard Specifications (WSDOT, 2024), or approved equivalent. As the existing on-Site soil is generally unsuitable for re-use as wall backfill, excavated material derived from wall construction should either be exported or distributed in non-structural landscaping areas.

In our opinion, provided these fill walls will be backfilled with free-draining material (discussed above) and will be capped by concrete sidewalks with curb and gutter, it is not necessary to install perforated drain pipes behind them.

Block walls designed and constructed in accordance with these recommendations should be designed for an allowable bearing capacity of 3,000 pounds per square foot (psf), and an allowable coefficient of base sliding of 0.4. Wall backfill can be assumed to have an in-place moist unit weight of 130 pounds per cubic foot (pcf), and an internal friction angle of 36 degrees.

Considering that these walls may occasionally by subjected to vehicular live load surcharge, we recommend they be designed with inclusion of a rectangular horizontal surcharge pressure of 100 psf acting over the full height of the wall. It will not be necessary to consider incremental seismic loading on these low block walls.

3.4 Flexible Pavement

We anticipate that the roadway pavement will utilize conventional hot mix asphalt (HMA). Aspect will be available to perform project-specific pavement section designs per current AASHTO (1993) flexible pavement design methodology upon request. Necessary inputs to pavement design include current traffic counts and percentage of heavy (truck and bus) traffic, estimated growth over a 20-year design life, and desired roadway serviceability at the end of the 20-year design life. As an alternative, the design pavement section could be selected to conform with City of Port Orchard Standards. A

design section consisting of 6 inches of HMA over 12 inches of Crushed Surfacing satisfies City Standard Plans (Drawing No. 401, Typical Street Section B, Minor Arterial, Alternate Pavement Section).

If a partial excavation and replacement of existing compressible fill material (discussed in Section 3.1) is undertaken, we recommend the following for reinforced sub-base preparation:

- After the partial excavation, proof roll the exposed working surface to identify any soft/yielding areas. Remove the soft/yielding soil and replace with Gravel Borrow or Crushed Surfacing Base Course.
- Next, over the prepared subgrade, place a bi-axial geogrid meeting the strength properties in WSDOT Standard Specifications Section 9-33, Table 2, Soil Stabilization (WSDOT, 2024).
- Next, over the geogrid, place and compact Gravel Borrow to create a reinforced sub-base. Gravel Borrow should meet the requirements in Section 9-03.14(1) of the WSDOT Standard Specifications.
- Finally, over the reinforced sub-base, place the 12 inches of Crushed Surfacing and 6 inches of HMA pavement section described above.

3.5 Site Earthwork

Earthwork will include temporary excavations to remove existing unsuitable fill and buried topsoil. We anticipate these excavations can be safely completed using temporary cut slopes. Washington state regulations require temporary excavations that are greater than 4 feet deep be sloped or shored. The existing fill and topsoil classify as Type C soil and temporary cuts in this material should be inclined no steeper than 1.5H:1V.

We anticipate some of the excavations will encounter groundwater seepage and/or will extend below localized perched groundwater conditions. We anticipate these areas can be adequately dewatered using sumps and submersible pumps.

We anticipate permanent fill slopes will be required locally along new roundabout and roadway embankment prisms. We recommend permanent fills be inclined no steeper than 2H:1V. Imported fill to replace unsuitable site soil excavations, and for roadway embankment support, should consist of a relatively clean and well graded mixture of sand and gravel. We recommend imported roadway embankment fill meet the gradation requirements for Gravel Borrow as specified in Section 9-03.14(1) of the WSDOT Standard Specifications.

References

AASHTO, 1993, AASHTO Guide for Design of Pavement Structures, American Association of State Highway and Transportation Officials, Washington, D.C.

Washington State Department of Transportation (WSDOT), 2024 Standard Specifications for Road, Bridge, and Municipal Construction.

Yount, J.C., Minard, J.P., and Dembroff, G.R. (Yount et al.), 1993, Geologic Map of Surficial Deposits in the Seattle 30’ x 60’ Quadrangle. USGS Open File Report 93-233.

Limitations

Work for this project was performed for Skillings (Client), and this report was prepared consistent with recognized standards of professionals in the same locality and involving similar conditions, at the time the work was performed. No other warranty, expressed or implied, is made by Aspect Consulting, LLC (Aspect).

Recommendations presented herein are based on our interpretation of site conditions, geotechnical engineering calculations, and judgment in accordance with our mutually agreed-upon scope of work. Our recommendations are unique and specific to the project, site, and Client. Application of this report for any purpose other than the project should be done only after consultation with Aspect.

Variations may exist between the soil and groundwater conditions reported and those actually underlying the site. The nature and extent of such soil variations may change over time and may not be evident before construction begins. If any soil conditions are encountered at the site that are different from those described in this report, Aspect should be notified immediately to review the applicability of our recommendations.

It is the Client's responsibility to see that all parties to this project, including the designer, contractor, subcontractors, and agents, are made aware of this report in its entirety. At the time of this report, design plans and construction methods have not been finalized, and the recommendations presented herein are based on preliminary project information. If project developments result in changes from the preliminary project information, Aspect should be contacted to determine if our recommendations contained in this report should be revised and/or expanded upon.

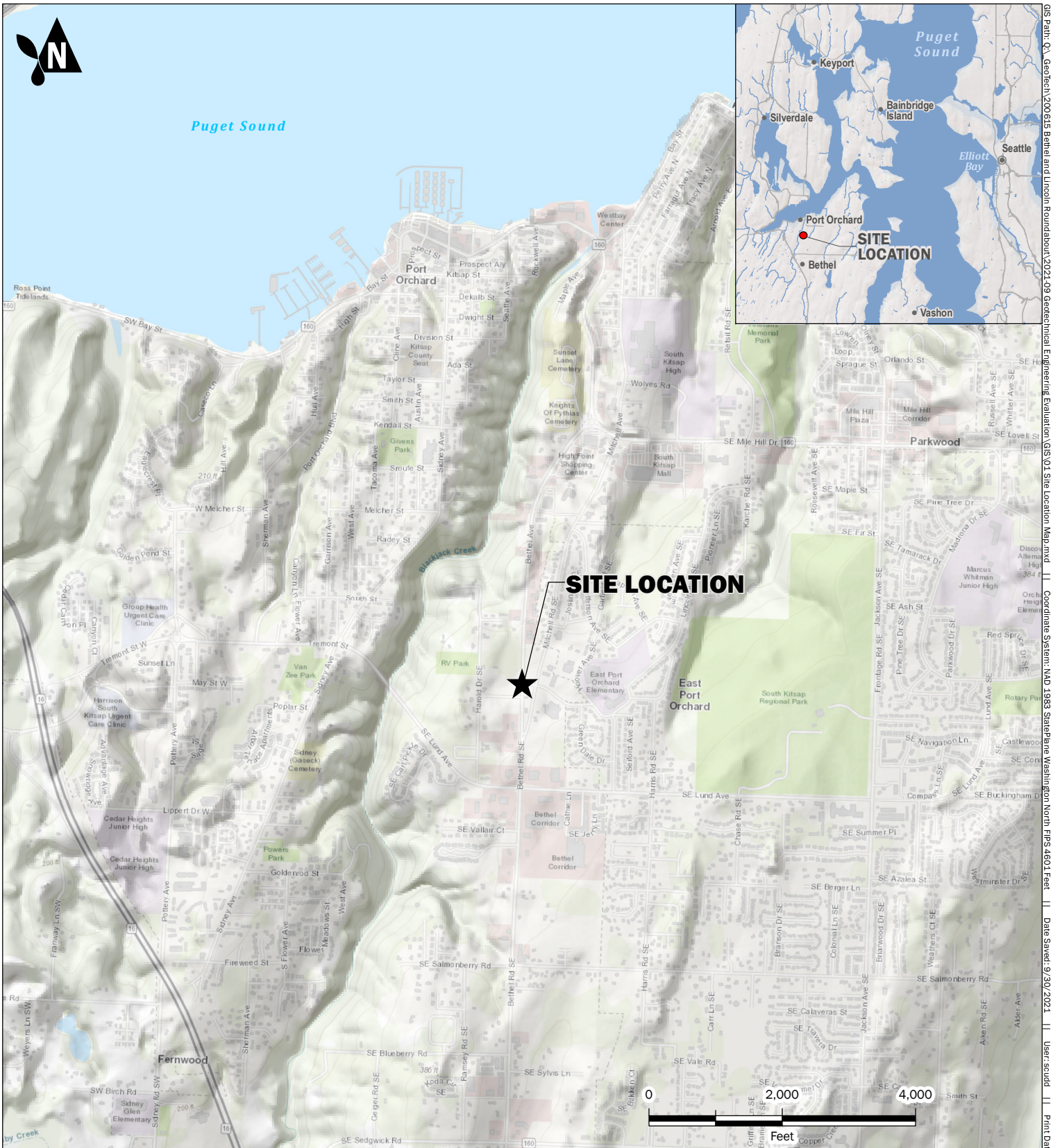
The scope of work does not include services related to construction safety precautions. Site safety is typically the responsibility of the contractor, and our recommendations are not intended to direct the contractor’s site safety methods, techniques, sequences, or procedures. The scope of our work also does not include the assessment of environmental characteristics, particularly those involving potentially hazardous substances in soil or groundwater.

All reports prepared by Aspect for the Client apply only to the services described in the Agreement(s) with the Client. Any use or reuse by any party other than the Client is at the sole risk of that party, and without liability to Aspect. Aspect’s original files/reports shall govern in the event of any dispute regarding the content of electronic documents furnished to others.

Please refer to Appendix C titled “Report Limitations and Guidelines for Use” for additional information governing the use of this report.

We appreciate the opportunity to perform these services. If you have any questions please call Erik Andersen, P.E. at 360.746.8964

FIGURES



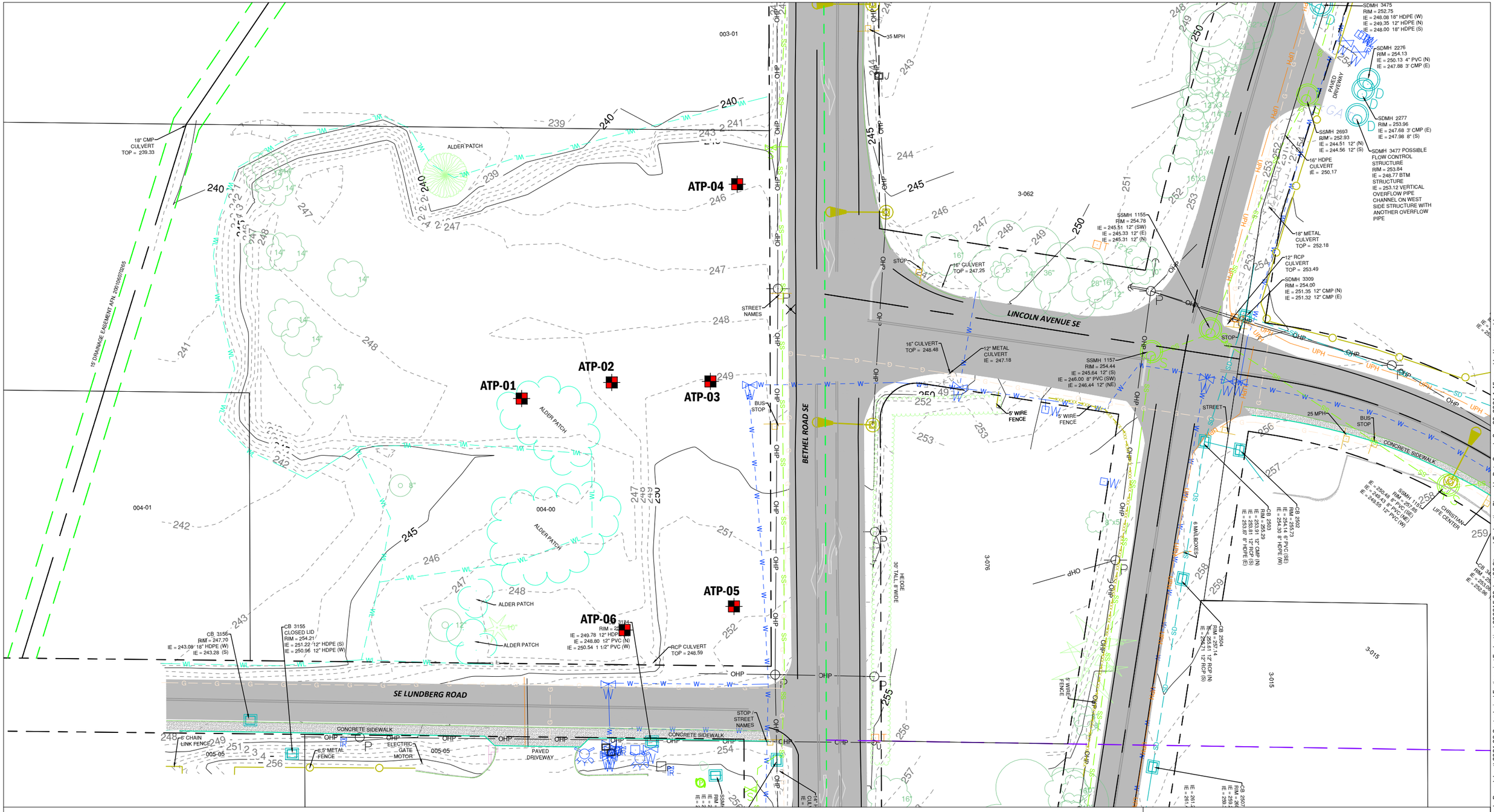
Site Location Map

Geotechnical Engineering Evaluation
Bethel and Lincoln Roundabout
Port Orchard, Washington

Aspect CONSULTING	SEP-2021	BY: EOA / SCC	FIGURE NO. 1
	PROJECT NO. 200615	REVISED BY: ---	

Basemap Layer Credits | | Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

GIS Path: Q:_GeoTech\200615 Bethel and Lincoln Roundabout\2021-09 Geotechnical Engineering Evaluation\GIS\01 Site Location Map.mxd || Coordinate System: NAD 1983 StatePlane Washington North FIPS 4601 Feet || Date Saved: 9/30/2021 || User: scudd || Print Date: 9/30/2021



Source: Base map from *Topographic Survey for City of Port Orchard, Preliminary,* undated, CAD file from Skillings, Lacey, Washington.

Legend

Test Pit Location

0 50 100 Feet

Site and Exploration Plan

Geotechnical Engineering Evaluation
Bethel and Lincoln Roundabout
Port Orchard, Washington

Aspect Consulting	Sep-2021	EOA/SCC	FIGURE NO.
	PROJECT NO. 200615	REVISED BY: -	2

CAD Path: Q:_GeoTech\200615 Bethel and Lincoln Roundabout\2021 09 Geotechnical Engineering Evaluation \200615 02.dwg 02 Site and Exploration Plan || Date Saved: Sep 30, 2021 1:45pm || User: scudd

APPENDIX A

Exploration Logs

Coarse-Grained Soils - More than 50%[1] Retained on No. 200 Sieve	Gravels - More than 50%[1] of Coarse Fraction Retained on No. 4 Sieve	≤5% Fines	GW	Well-graded GRAVEL Well-graded GRAVEL WITH SAND
			GP	Poorly-graded GRAVEL Poorly-graded GRAVEL WITH SAND
		≥15% Fines	GM	SILTY GRAVEL SILTY GRAVEL WITH SAND
			GC	CLAYEY GRAVEL CLAYEY GRAVEL WITH SAND
	Sands - 50%[1] or More of Coarse Fraction Passes No. 4 Sieve	≤5% Fines	SW	Well-graded SAND Well-graded SAND WITH GRAVEL
			SP	Poorly-graded SAND Poorly-graded SAND WITH GRAVEL
		≥15% Fines	SM	SILTY SAND SILTY SAND WITH GRAVEL
			SC	CLAYEY SAND CLAYEY SAND WITH GRAVEL
Fine-Grained Soils - 50%[1] or More Passes No. 200 Sieve	Silts and Clays Liquid Limit Less than 50%		ML	SILT SANDY or GRAVELLY SILT SILT WITH SAND SILT WITH GRAVEL
			CL	LEAN CLAY SANDY or GRAVELLY LEAN CLAY LEAN CLAY WITH SAND LEAN CLAY WITH GRAVEL
			OL	ORGANIC SILT SANDY or GRAVELLY ORGANIC SILT ORGANIC SILT WITH SAND ORGANIC SILT WITH GRAVEL
	Silts and Clays Liquid Limit 50% or More		MH	ELASTIC SILT SANDY or GRAVELLY ELASTIC SILT ELASTIC SILT WITH SAND ELASTIC SILT WITH GRAVEL
			CH	FAT CLAY SANDY or GRAVELLY FAT CLAY FAT CLAY WITH SAND FAT CLAY WITH GRAVEL
			OH	ORGANIC CLAY SANDY or GRAVELLY ORGANIC CLAY ORGANIC CLAY WITH SAND ORGANIC CLAY WITH GRAVEL
Highly Organic Soils			PT	PEAT and other mostly organic soils

"WITH SILT" or "WITH CLAY" means 5 to 15% silt and clay, denoted by a "-" in the group name; e.g., SP-SM • "SILTY" or "CLAYEY" means >15% silt and clay • "WITH SAND" or "WITH GRAVEL" means 15 to 30% sand and gravel. • "SANDY" or "GRAVELLY" means >30% sand and gravel. • "Well-graded" means approximately equal amounts of fine to coarse grain sizes • "Poorly graded" means unequal amounts of grain sizes • Group names separated by "/" means soil contains layers of the two soil types; e.g., SM/ML.

Soils were described and identified in the field in general accordance with the methods described in ASTM D2488. Where indicated in the log, soils were classified using ASTM D2487 or other laboratory tests as appropriate. Refer to the report accompanying these exploration logs for details.

1. Estimated or measured percentage by dry weight
2. (SPT) Standard Penetration Test (ASTM D1586)
3. Determined by SPT, DCPT (ASTM STP399) or other field methods. See report text for details.

GEOTECHNICAL LAB TESTS

MC	=	Natural Moisture Content
PS	=	Particle Size Distribution
FC	=	Fines Content (% < 0.075 mm)
GH	=	Hydrometer Test
AL	=	Atterberg Limits
C	=	Consolidation Test
Str	=	Strength Test
OC	=	Organic Content (% Loss by Ignition)
Comp	=	Proctor Test
K	=	Hydraulic Conductivity Test
SG	=	Specific Gravity Test

CHEMICAL LAB TESTS

Organic Chemicals

BTEX	=	Benzene, Toluene, Ethylbenzene, Xylenes
TPH-Dx	=	Diesel and Oil-Range Petroleum Hydrocarbons
TPH-G	=	Gasoline-Range Petroleum Hydrocarbons
VOCs	=	Volatile Organic Compounds
SVOCs	=	Semi-Volatile Organic Compounds
PAHs	=	Polycyclic Aromatic Hydrocarbon Compounds
PCBs	=	Polychlorinated Biphenyls

Metals

RCRA8	=	As, Ba, Cd, Cr, Pb, Hg, Se, Ag, (d = dissolved, t = total)
MTCA5	=	As, Cd, Cr, Hg, Pb (d = dissolved, t = total)
PP-13	=	Ag, As, Be, Cd, Cr, Cu, Hg, Ni, Pb, Sb, Se, Tl, Zn (d=dissolved, t=total)

FIELD TESTS

PID	=	Photoionization Detector
Sheen	=	Oil Sheen Test
SPT[2]	=	Standard Penetration Test
NSPT	=	Non-Standard Penetration Test
DCPT	=	Dynamic Cone Penetration Test

COMPONENT DEFINITIONS

Descriptive Term		*Size Range and Sieve Number*
Boulders	=	Larger than 12 inches
Cobbles	=	3 inches to 12 inches
Coarse Gravel	=	3 inches to 3/4 inches
Fine Gravel	=	3/4 inches to No. 4 (4.75 mm)
Coarse Sand	=	No. 4 (4.75 mm) to No. 10 (2.00 mm)
Medium Sand	=	No. 10 (2.00 mm) to No. 40 (0.425 mm)
Fine Sand	=	No. 40 (0.425 mm) to No. 200 (0.075 mm)
Silt and Clay	=	Smaller than No. 200 (0.075 mm)

ESTIMATED[1] PERCENTAGE

% by Weight		*Modifier*	*% by Weight*		*Modifier*
<1	=	Subtrace	15 to 25	=	Little
1 to <5	=	Trace	30 to 45	=	Some
5 to 10	=	Few	>50	=	Mostly

MOISTURE CONTENT

Dry	=	Absence of moisture, dusty, dry to the touch
Slightly Moist	=	Perceptible moisture
Moist	=	Damp but no visible water
Very Moist	=	Water visible but not free draining
Wet	=	Visible free water, usually from below water table

RELATIVE DENSITY

Non-Cohesive or Coarse-Grained Soils

Density[3]		*SPT*[2] *Blows/Foot*	*Penetration with 1/2" Diameter Rod*
Very Loose	=	0 to 4	≥ 2'
Loose	=	5 to 10	1' to 2'
Medium Dense	=	11 to 30	3" to 1'
Dense	=	31 to 50	1" to 3"
Very Dense	=	> 50	< 1"

CONSISTENCY

Cohesive or Fine-Grained Soils

Consistency[3]		*SPT*[2] *Blows/Foot*	*Manual Test*
Very Soft	=	0 to 1	Penetrated >1" easily by thumb. Extrudes between thumb & fingers.
Soft	=	2 to 4	Penetrated 1/4" to 1" easily by thumb. Easily molded.
Medium Stiff	=	5 to 8	Penetrated >1/4" with effort by thumb. Molded with strong pressure.
Stiff	=	9 to 15	Indented ~1/4" with effort by thumb.
Very Stiff	=	16 to 30	Indented easily by thumbnail.
Hard	=	> 30	Indented with difficulty by thumbnail.

GEOLOGIC CONTACTS

Observed and Distinct — Observed and Gradual — Inferred

Aspect CONSULTING

Exploration Log Key

Aspect CONSULTING	Bethell/Lincoln Roundabout - 200615		Environmental Exploration Log	
	Project Address & Site Specific Location Port Orchard, WA, Near center of site		*Coordinates (Lat,Lon WGS84)* 47.5237, -122.6321	*Exploration Number* **ATP-1**
Contractor High Meadows Excavating LLC	*Equipment* Hitachi 85USB	*Sampling Method* Grab	*Ground Surface Elev.* 247.63'	
Operator Andrew Monsaas	*Exploration Method(s)* Trackhoe	*Work Start/Completion Dates* 6/18/2021	*Top of Casing Elev.* NA	*Depth to Water (Below GS)* 8' (Seep)

Depth (feet)	Elev. (feet)	Exploration Notes and Completion Details	Sample Type/ID	Analytical Sample Number & Lab Test(s)	Field Tests	Material Type	Description	Depth (ft)
0	250	Backfilled with excavated spoils					**TOPSOIL** SILTY SAND WITH GRAVEL (SM); loose, slightly moist, brown; fine to coarse sand; fine to coarse gravel; abundant organics.	0
							FILL SILTY SAND WITH GRAVEL (SM); loose, slightly moist, gray and brown; fine to medium sand; fine to coarse gravel; trace organics; abundant cobble-sized asphalt chunks 1 to 7 ft BGS.	
5	245		ATP-1-3.0					5
			ATP-1-7.0				**BURIED TOPSOIL** SILT (ML); medium stiff, wet, dark brown; low plasticity; abundant organics.	
	240	6/18/2021	ATP-1-8.5				**WEATHERED GLACIAL TILL** SILT WITH SAND (ML); medium dense, moist, gray with iron-oxide staining; non-plastic; fine sand; trace fine gravel; trace organics.	
10								10
	235		ATP-1-12.5				Bottom of exploration at 13 ft. bgs.	
15								15
	230							

Legend

Sample Type: Grab sample

Water Level: Water Level (Seepage)

See Exploration Log Key for explanation of symbols

Logged by: DCB
Approved by: MvA, 10/4/2021

Exploration Log ATP-1

Sheet 1 of 1

NEW STANDARD EXPLORATION LOG TEMPLATE P:\GINTW\PROJECTS\200615 - BETHELL_LINCOLN ROUNDABOUT.GPJ October 4, 2021

Aspect CONSULTING	Bethell/Lincoln Roundabout - 200615		Environmental Exploration Log	
	Project Address & Site Specific Location Port Orchard, WA, East of ATP-1		*Coordinates (Lat,Lon WGS84)* 47.5238, -122.6318 (est)	*Exploration Number* **ATP-2**
Contractor High Meadows Excavating LLC	*Equipment* Hitachi 85USB	*Sampling Method* Grab	*Ground Surface Elev.* 248' (est)	
Operator Andrew Monsaas	*Exploration Method(s)* Trackhoe	*Work Start/Completion Dates* 6/18/2021	*Top of Casing Elev.* NA	*Depth to Water (Below GS)* 7' (Seep)

Depth (feet)	Elev. (feet)	Exploration Notes and Completion Details	Sample Type/ID	Analytical Sample Number & Lab Test(s)	Field Tests	Material Type	Description	Depth (ft)
0	250	Backfilled with excavated spoils	ATP-2-2.0				**TOPSOIL** SILTY SAND WITH GRAVEL (SM); loose, slightly moist, brown; fine to coarse sand; fine to coarse gravel; abundant organics.	0
							FILL SILTY SAND (SM); loose, slightly moist, light brown to gray; fine sand.	
5	245							5
		6/18/2021	ATP-2-7.0				**BURIED TOPSOIL** SILT (ML); loose, wet, dark brown; low plasticity fines; trace fine sand; abundant organics; sidewalls caving.	
	240		ATP-2-8.5				**WEATHERED GLACIAL TILL** SILT WITH SAND (ML); medium dense, moist, gray with iron-oxide staining; non-plastic; fine sand; trace organics.	
10			ATP-2-10				Becomes blue-gray, dense, digging becomes hard.	10
	235						Bottom of exploration at 13 ft. bgs.	
15								15
	230							

Legend

Sample Type: Grab sample

Water Level: Water Level (Seepage)

See Exploration Log Key for explanation of symbols

Logged by: DCB
Approved by: MvA, 10/4/2021

Exploration Log ATP-2

Sheet 1 of 1

NEW STANDARD EXPLORATION LOG TEMPLATE P:\GINTW\PROJECTS\200615 - BETHELL_LINCOLN ROUNDABOUT.GPJ October 4, 2021

Aspect CONSULTING	Bethell/Lincoln Roundabout - 200615		Environmental Exploration Log	
	Project Address & Site Specific Location Port Orchard, WA, West of ATP-2 along Bethell Rd SE		*Coordinates (Lat,Lon WGS84)* 47.5238, -122.6315	*Exploration Number* **ATP-3**
Contractor High Meadows Excavating LLC	*Equipment* Hitachi 85USB	*Sampling Method* Grab	*Ground Surface Elev.* 248.42'	
Operator Andrew Monsaas	*Exploration Method(s)* Trackhoe	*Work Start/Completion Dates* 6/18/2021	*Top of Casing Elev.* NA	*Depth to Water (Below GS)* 8' (Seep)

Depth (feet)	Elev. (feet)	Exploration Notes and Completion Details	Sample Type/ID	Analytical Sample Number & Lab Test(s)	Field Tests	Material Type	Description	Depth (ft)
0	250	Backfilled with excavated spoils.	ATP-3-2.0				**TOPSOIL** SILTY SAND WITH GRAVEL (SM); loose, slightly moist, brown; fine to medium sand; fine to coarse gravel; abundant organics.	0
							FILL SILTY SAND (SM); loose, moist, light brown to gray; fine sand.	
5	245		ATP-3-6.5				**BURIED TOPSOIL** SILT (ML); medium stiff, wet, dark brown; low plasticity; trace fine sand; trace fine gravel; abundant organics.	5
		6/18/2021					**WEATHERED GLACIAL TILL** SILTY SAND (SM); medium dense, wet, gray; fine sand; trace fine gravel.	
10	240		ATP-3-10.0				SAND WITH SILT (SP-SM); medium dense, wet, gray; fine to coarse sand; fine to coarse gravel.	10
			ATP-13.0				Bottom of exploration at 13 ft. bgs.	
15	235							15
	230							

Legend

Sample Type: Grab sample

Water Level: Water Level (Seepage)

See Exploration Log Key for explanation of symbols

Logged by: DCB
Approved by: MvA, 10/4/2021

Exploration Log ATP-3

Sheet 1 of 1

NEW STANDARD EXPLORATION LOG TEMPLATE P:\GINTW\PROJECTS\200615 - BETHELL_LINCOLN ROUNDABOUT.GPJ October 4, 2021

Aspect CONSULTING	Bethell/Lincoln Roundabout - 200615		Environmental Exploration Log	
	Project Address & Site Specific Location Port Orchard, WA, North of ATP-3 along Bethell Rd SE		*Coordinates (Lat,Lon WGS84)* 47.5240, -122.6313	*Exploration Number* **ATP-4**
Contractor High Meadows Excavating LLC	*Equipment* Hitachi 85USB	*Sampling Method* Grab	*Ground Surface Elev.* 246.26'	
Operator Andrew Monsaas	*Exploration Method(s)* Trackhoe	*Work Start/Completion Dates* 6/18/2021	*Top of Casing Elev.* NA	*Depth to Water (Below GS)* 7' (Seep)

Depth (feet)	Elev. (feet)	Exploration Notes and Completion Details	Sample Type/ID	Analytical Sample Number & Lab Test(s)	Field Tests	Material Type	Description	Depth (ft)
0	245	Backfilled with excavated spoils.	ATP-4-2.5				**TOPSOIL** SILTY SAND WITH GRAVEL (SM); loose, slightly moist, brown; fine to coarse sand; fine to coarse gravel; abundant organics.	0
							FILL SILTY SAND (SM); loose, slightly moist, light brown to gray; fine sand.	
5	240	6/18/2021	ATP-4-6.5				**BURIED TOPSOIL** SANDY SILT (ML); loose, wet, dark brown; low plasticity; fine to medium sand; trace fine to coarse gravel; abundant organics.	5
			ATP-4-8.5				**WEATHERED GLACIAL TILL** SILT WITH SAND (ML); medium dense, moist, gray with iron-oxide staining; non-plastic; fine sand.	
10	235		ATP-4-12				SILTY SAND WITH GRAVEL (SM); dense, wet, brown; fine to coarse sand; fine to coarse gravel.	10
							Bottom of exploration at 12 ft. bgs.	
15	230							15

Legend

Sample Type: Grab sample

Water Level: Water Level (Seepage)

See Exploration Log Key for explanation of symbols

Logged by: DCB
Approved by: MvA, 10/4/2021

Exploration Log ATP-4

Sheet 1 of 1

NEW STANDARD EXPLORATION LOG TEMPLATE P:\GINTW\PROJECTS\200615 - BETHELL_LINCOLN ROUNDABOUT.GPJ October 4, 2021

Aspect CONSULTING	Bethell/Lincoln Roundabout - 200615		Environmental Exploration Log	
	Project Address & Site Specific Location Port Orchard, WA, Southeast corner of site		*Coordinates (Lat,Lon WGS84)* 47.5234, -122.6314	*Exploration Number* **ATP-5**
Contractor High Meadows Excavating LLC	*Equipment* Hitachi 85USB	*Sampling Method* Grab	*Ground Surface Elev.* 251.78'	
Operator Andrew Monsaas	*Exploration Method(s)* Trackhoe	*Work Start/Completion Dates* 6/18/2021	*Top of Casing Elev.* NA	*Depth to Water (Below GS)* 4' (Seep)

Depth (feet)	Elev. (feet)	Exploration Notes and Completion Details	Sample Type/ID	Analytical Sample Number & Lab Test(s)	Field Tests	Material Type	Description	Depth (ft)
0	250	Backfilled with excavated spoils	ATP-5-2.0				**TOPSOIL** SILTY SAND WITH GRAVEL (SM); loose, slightly moist, brown; fine to coarse sand; fine to coarse gravel; abundant organics.	0
							FILL SILTY SAND WITH GRAVEL (SM); loose, slightly moist, light brown to gray; fine sand; fine to coarse gravel.	
		6/18/2021						
5	245		ATP-5-4.5				**BURIED TOPSOIL** SILT WITH SAND (ML); loose, wet, dark brown; low plasticity; fine sand; trace fine gravel; abundant organics.	5
			ATP-5-7.0				**WEATHERED GLACIAL TILL** SILT (ML); medium dense, wet, blue-gray; low plasticity; trace fine gravel; trace organics.	
10	240		ATP-5-9.0				SILT WITH SAND (ML); dense, very moist, light brown to gray with iron-oxide staining; fine sand; trace fine to coarse gravel.	10
			ATP-5-12.0				Bottom of exploration at 12 ft. bgs.	
15	235							15

Legend

Sample Type: Grab sample

Water Level: Water Level (Seepage)

See Exploration Log Key for explanation of symbols

Logged by: DCB
Approved by: MvA, 10/4/2021

Exploration Log ATP-5

Sheet 1 of 1

NEW STANDARD EXPLORATION LOG TEMPLATE P:\GINTW\PROJECTS\200615 - BETHELL_LINCOLN ROUNDABOUT.GPJ October 4, 2021

Aspect CONSULTING	Bethell/Lincoln Roundabout - 200615		Environmental Exploration Log	
	Project Address & Site Specific Location Port Orchard, WA, Southern edge of site along SE Lundberg Rd		*Coordinates (Lat,Lon WGS84)* 47.5234, -122.6318	*Exploration Number* **ATP-6**
Contractor High Meadows Excavating LLC	*Equipment* Hitachi 85USB	*Sampling Method* Grab	*Ground Surface Elev.* 248.06'	
Operator Andrew Monsaas	*Exploration Method(s)* Trackhoe	*Work Start/Completion Dates* 6/18/2021	*Top of Casing Elev.* NA	*Depth to Water (Below GS)* 4.5' (Seep) 12' (Seep)

Depth (feet)	Elev. (feet)	Exploration Notes and Completion Details	Sample Type/ID	Analytical Sample Number & Lab Test(s)	Field Tests	Material Type	Description	Depth (ft)
0	250	Backfilled with excavated spoils					**TOPSOIL** SILTY SAND WITH GRAVEL (SM); loose, slightly moist, brown; fine to coarse sand; fine to coarse gravel; abundant organics.	0
							WEATHERED GLACIAL TILL SILT (ML); medium dense, very moist, gray with iron-oxide staining; low plasticity fines; trace fine sand; organics present.	
	245		ATP-6-3.0					
		6/18/2021						
5								5
			ATP-6-6.5				SILTY SAND (SM); medium dense, very moist, gray and brown with iron-oxide staining; fine sand; trace fine to coarse gravel.	
	240							
10								10
			ATP-6-11.0					
		6/18/2021						
			ATP-6-13.0					
	235						Bottom of exploration at 13 ft. bgs.	
15								15
	230							

Legend

Sample Type: Grab sample

Water Level: Water Level (Seepage)

See Exploration Log Key for explanation of symbols

Logged by: DCB
Approved by: MvA, 10/4/2021

Exploration Log ATP-6

Sheet 1 of 1

NEW STANDARD EXPLORATION LOG TEMPLATE P:\GINTW\PROJECTS\200615 - BETHELL_LINCOLN ROUNDABOUT.GPJ October 4, 2021

APPENDIX B

Laboratory Results

Client:	Aspect Consulting, LLC.	**Date:**	July 21, 2021
Address:	710 2nd Avenue, Suite 550	**Project:**	Q.C. - Bethell/Lincoln Roundabout - 200615
	Seattle, WA 98104	**Project #:**	21B077-16
Attn:	Erik Anderson	**Sample #:**	S21-0474 - 0483
Revised on:		**Date sampled:**	July 8, 2021

As requested MTC, Inc. has performed the following test(s) on the sample referenced above. The testing was performed in accordance with current applicable AASHTO or ASTM standards as indicated below. The results obtained in our laboratory were as follows below or on the attached pages:

	Test(s) Performed:	Test Results		Test(s) Performed:	Test Results
X	Sieve Analysis	See attached reports		Sulfate Soundness	
	Proctor			Bulk Density & Voids	
	Sand Equivalent			WSDOT Degradation	
	Fracture Count			LA Abrasion	
X	Moisture Content	See attached report	X	Organic Content	See attached report
	Specific Gravity, Coarse				
	Specific Gravity, Fine				
	Hydrometer Analysis				
	Atterberg Limits				

If you have any questions concerning the test results, the procedures used, or if we can be of any further assistance please call on us at the number below.

Respectfully Submitted,
Meghan Blodgett-Carrillo
WABO Supervising Laboratory Technician

MATERIALS TESTING & CONSULTING, INC.

Project: Q.C. - Bethell/Lincoln Roundabout - 200615
Project #: 21B077-16
Date Received: July 12, 2021
Date Tested: July 14, 2021

Client: Aspect Consulting, LLC.
Sampled by: Client
Tested by: J. Nimon

Moisture Content - ASTM C566, ASTM D2216

Sample #	Location	Tare	Wet + Tare	Dry + Tare	Wgt. Of Moisture	Wgt. Of Soil	% Moisture
S21-0474	ATP-1-8.5	744.7	1249.0	1154.1	94.9	409.4	23.2%
S21-0475	ATP-2-8.5	658.2	1164.2	1059.2	105.0	401.0	26.2%
S21-0476	ATP-3-6.5	10.4	513.1	425.6	87.5	415.2	21.1%
S21-0477	ATP-3-10.0	658.7	2912.0	2614.8	297.2	1956.1	15.2%
S21-0478	ATP-4-2.5	10.1	511.7	455.6	56.1	445.5	12.6%
S21-0479	ATP-4-6.5	10.0	503.6	356.2	147.4	346.2	42.6%
S21-0480	ATP-4-8.5	9.9	503.5	416.0	87.5	406.1	21.5%
S21-0481	ATP-5-2.0	721.9	2368.3	2046.0	322.3	1324.1	24.3%
S21-0482	ATP-5-7.0	717.5	2824.0	2439.2	384.8	1721.7	22.4%
S21-0483	ATP-6-6.5	737.0	2944.3	2641.3	303.0	1904.3	15.9%

Organic Content - ASTM D2974

Sample #	Location	Tare	Soil + Tare, Pre-Ignition	Soil + Tare, Post Ignition	% Organics
S21-0476	ATP-3-6.5	101.82	148.03	146.95	2.3%
S21-0479	ATP-4-6.5	108.34	151.20	148.24	6.9%

Reviewed by: Meghan Blodgett-Carrillo

Sieve Report

Project: Q.C. - Bethell/Lincoln Roundabout - 200615
Project #: 21B077-16
Client: Aspect Consulting, LLC.
Source: ATP-1-8.5
Sample#: S21-0474

Date Received: 12-Jul-21
Sampled By: Client
Date Tested: 14-Jul-21
Tested By: J. Nimon

Visual Soils Classification
Silt with Sand and Clay
Sample Color:
brown

ACCREDITED
Certificate #: 1366.01

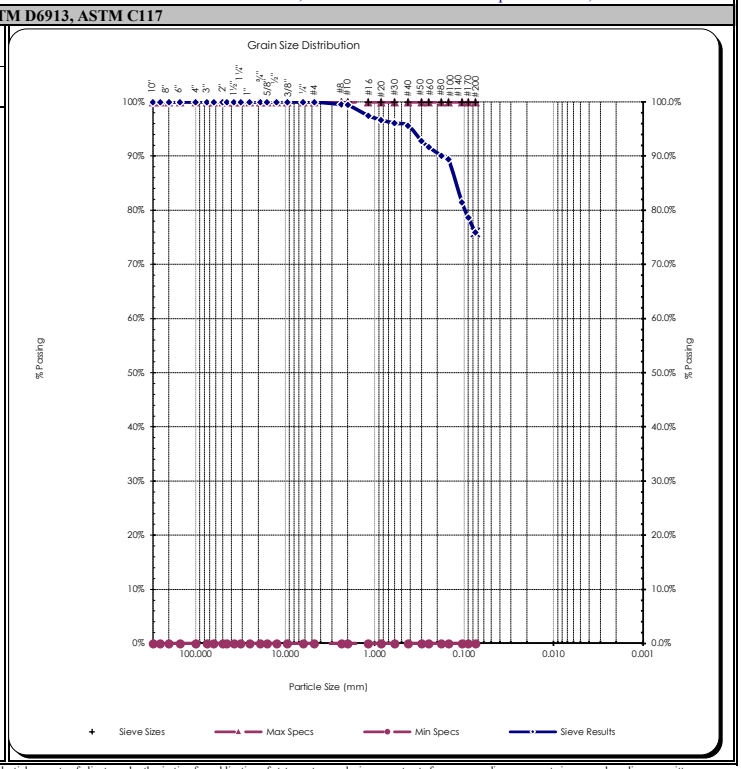
ASTM D2216, ASTM D2419, ASTM D4318, ASTM D5281

Specifications
No Specs
Sample Meets Specs ? N/A

$D_{(5)}$ =	0.005	mm	% Gravel =	0.0%	Coeff. of Curvature, C_C = 1.50
$D_{(10)}$ =	0.010	mm	% Sand =	24.1%	Coeff. of Uniformity, C_U = 6.00
$D_{(15)}$ =	0.015	mm	% Silt & Clay =	75.9%	Fineness Modulus = 0.25
$D_{(30)}$ =	0.030	mm	Liquid Limit =	n/a	Plastic Limit = n/a
$D_{(50)}$ =	0.049	mm	Plasticity Index =	n/a	Moisture %, as sampled = 23.2%
$D_{(60)}$ =	0.059	mm	Sand Equivalent =	n/a	Req'd Sand Equivalent =
$D_{(90)}$ =	0.175	mm	Fracture %, 1 Face =	n/a	Req'd Fracture %, 1 Face =
Dust Ratio =	27/34		Fracture %, 2+ Faces =	n/a	Req'd Fracture %, 2+ Faces =

ASTM C136, ASTM D6913, ASTM C117

Sieve Size US	Sieve Size Metric	Actual Cumulative Percent Passing	Interpolated Cumulative Percent Passing	Specs Max	Specs Min
12.00"	300.00		100%	100.0%	0.0%
10.00"	250.00		100%	100.0%	0.0%
8.00"	200.00		100%	100.0%	0.0%
6.00"	150.00		100%	100.0%	0.0%
4.00"	100.00		100%	100.0%	0.0%
3.00"	75.00		100%	100.0%	0.0%
2.50"	63.00		100%	100.0%	0.0%
2.00"	50.00	100%	100%	100.0%	0.0%
1.75"	45.00		100%	100.0%	0.0%
1.50"	37.50		100%	100.0%	0.0%
1.25"	31.50		100%	100.0%	0.0%
1.00"	25.00	100%	100%	100.0%	0.0%
3/4"	19.00	100%	100%	100.0%	0.0%
5/8"	16.00		100%	100.0%	0.0%
1/2"	12.50	100%	100%	100.0%	0.0%
3/8"	9.50	100%	100%	100.0%	0.0%
1/4"	6.30		100%	100.0%	0.0%
#4	4.75	100%	100%	100.0%	0.0%
#8	2.36		100%	100.0%	0.0%
#10	2.00	99%	99%	100.0%	0.0%
#16	1.18		97%	100.0%	0.0%
#20	0.850		97%	100.0%	0.0%
#30	0.600		96%	100.0%	0.0%
#40	0.425	96%	96%	100.0%	0.0%
#50	0.300		93%	100.0%	0.0%
#60	0.250		92%	100.0%	0.0%
#80	0.180		90%	100.0%	0.0%
#100	0.150	89%	89%	100.0%	0.0%
#140	0.106		82%	100.0%	0.0%
#170	0.090		79%	100.0%	0.0%
#200	0.075	75.9%	75.9%	100.0%	0.0%



Comments:

Reviewed by:
Meghan Blodgett-Carrillo

Sieve Report

Project: Q.C. - Bethell/Lincoln Roundabout - 200615
Project #: 21B077-16
Client: Aspect Consulting, LLC.
Source: ATP-2-8.5
Sample#: S21-0475

Date Received: 12-Jul-21
Sampled By: Client
Date Tested: 14-Jul-21
Tested By: J. Nimon

Visual Soils Classification
Clayey Silt with Sand
Sample Color:
brown

ACCREDITED
Certificate #: 1366.01

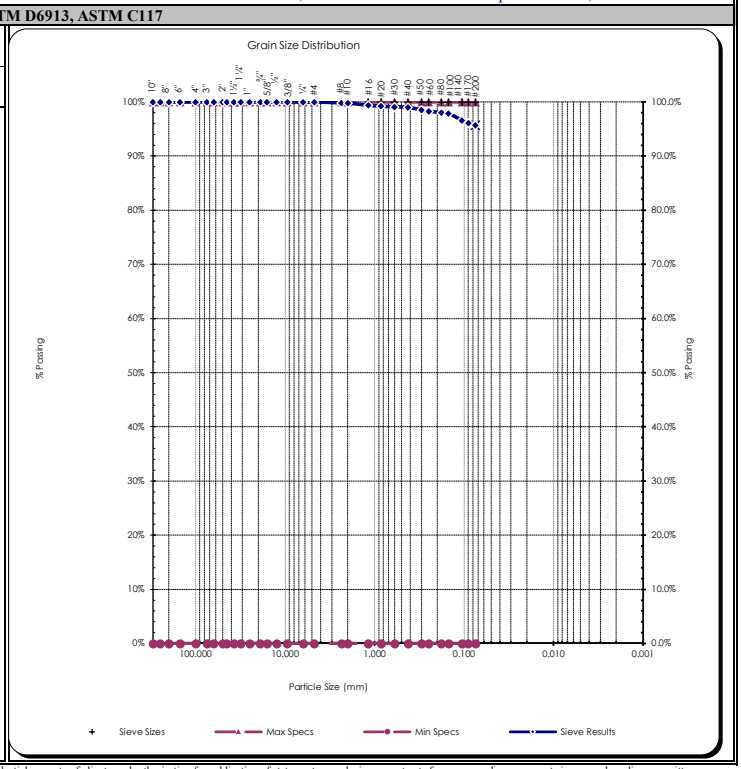
ASTM D2216, ASTM D2419, ASTM D4318, ASTM D5281

Specifications
No Specs
Sample Meets Specs ? N/A

$D_{(5)}$ =	0.004	mm	% Gravel =	0.0%	Coeff. of Curvature, C_C = 1.50
$D_{(10)}$ =	0.008	mm	% Sand =	4.3%	Coeff. of Uniformity, C_U = 6.00
$D_{(15)}$ =	0.012	mm	% Silt & Clay =	95.7%	Fineness Modulus = 0.05
$D_{(30)}$ =	0.024	mm	Liquid Limit =	n/a	Plastic Limit = n/a
$D_{(50)}$ =	0.039	mm	Plasticity Index =	n/a	Moisture %, as sampled = 26.2%
$D_{(60)}$ =	0.047	mm	Sand Equivalent =	n/a	Req'd Sand Equivalent =
$D_{(90)}$ =	0.071	mm	Fracture %, 1 Face =	n/a	Req'd Fracture %, 1 Face =
Dust Ratio =	29/30		Fracture %, 2+ Faces =	n/a	Req'd Fracture %, 2+ Faces =

ASTM C136, ASTM D6913, ASTM C117

Sieve Size US	Sieve Size Metric	Actual Cumulative Percent Passing	Interpolated Cumulative Percent Passing	Specs Max	Specs Min
12.00"	300.00		100%	100.0%	0.0%
10.00"	250.00		100%	100.0%	0.0%
8.00"	200.00		100%	100.0%	0.0%
6.00"	150.00		100%	100.0%	0.0%
4.00"	100.00		100%	100.0%	0.0%
3.00"	75.00		100%	100.0%	0.0%
2.50"	63.00		100%	100.0%	0.0%
2.00"	50.00	100%	100%	100.0%	0.0%
1.75"	45.00		100%	100.0%	0.0%
1.50"	37.50		100%	100.0%	0.0%
1.25"	31.50		100%	100.0%	0.0%
1.00"	25.00	100%	100%	100.0%	0.0%
3/4"	19.00	100%	100%	100.0%	0.0%
5/8"	16.00		100%	100.0%	0.0%
1/2"	12.50	100%	100%	100.0%	0.0%
3/8"	9.50	100%	100%	100.0%	0.0%
1/4"	6.30		100%	100.0%	0.0%
#4	4.75	100%	100%	100.0%	0.0%
#8	2.36		100%	100.0%	0.0%
#10	2.00	100%	100%	100.0%	0.0%
#16	1.18		99%	100.0%	0.0%
#20	0.850		99%	100.0%	0.0%
#30	0.600		99%	100.0%	0.0%
#40	0.425	99%	99%	100.0%	0.0%
#50	0.300		99%	100.0%	0.0%
#60	0.250		98%	100.0%	0.0%
#80	0.180		98%	100.0%	0.0%
#100	0.150	98%	98%	100.0%	0.0%
#140	0.106		97%	100.0%	0.0%
#170	0.090		96%	100.0%	0.0%
#200	0.075	95.7%	95.7%	100.0%	0.0%



Comments:

Reviewed by:
Meghan Blodgett-Carrillo

MATERIALS TESTING & CONSULTING, INC.

Sieve Report

Project: Q.C. - Bethell/Lincoln Roundabout - 200615
Project #: 21B077-16
Client: Aspect Consulting, LLC.
Source: ATP-3-10.0
Sample#: S21-0477

Date Received: 12-Jul-21
Sampled By: Client
Date Tested: 20-Jun-21
Tested By: C. Kriss

Unified Soils Classification System
SC-SM, Silty, Clayey Sand
Sample Color:
gray

ACCREDITED
Certificate #: 1366.01

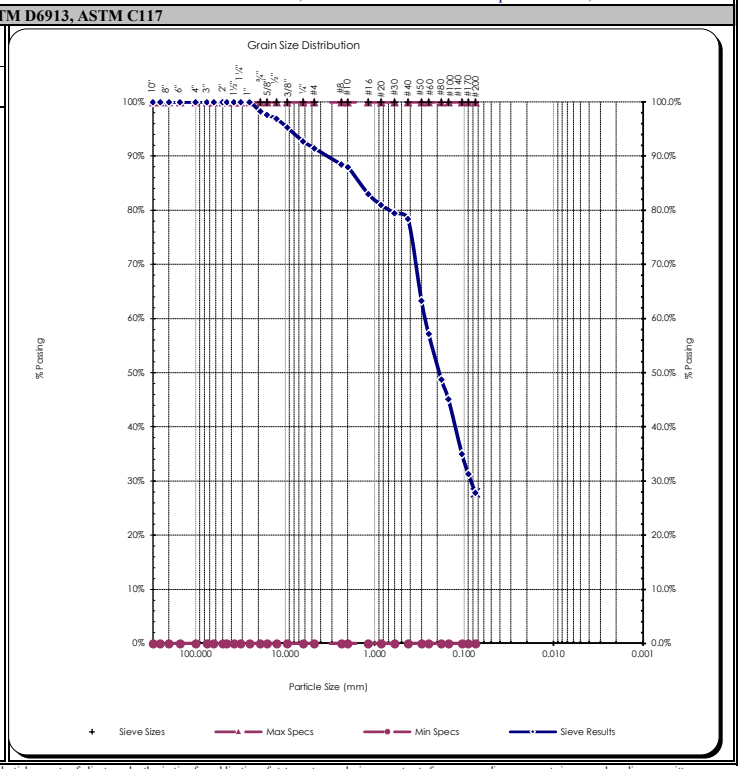
ASTM D2216, ASTM D2419, ASTM D4318, ASTM D5281

Specifications
No Specs
Sample Meets Specs ? N/A

$D_{(5)}$ =	0.013	mm	% Gravel =	8.5%	Coeff. of Curvature, C_C = 0.97
$D_{(10)}$ =	0.027	mm	% Sand =	63.6%	Coeff. of Uniformity, C_U = 10.15
$D_{(15)}$ =	0.040	mm	% Silt & Clay =	27.9%	Fineness Modulus = 1.56
$D_{(30)}$ =	0.084	mm	Liquid Limit =	n/a	Plastic Limit = n/a
$D_{(50)}$ =	0.190	mm	Plasticity Index =	n/a	Moisture %, as sampled = 15.2%
$D_{(60)}$ =	0.273	mm	Sand Equivalent =	n/a	Req'd Sand Equivalent =
$D_{(90)}$ =	3.586	mm	Fracture %, 1 Face =	n/a	Req'd Fracture %, 1 Face =
Dust Ratio =	16/45		Fracture %, 2+ Faces =	n/a	Req'd Fracture %, 2+ Faces =

ASTM C136, ASTM D6913, ASTM C117

Sieve Size US	Sieve Size Metric	Actual Cumulative Percent Passing	Interpolated Cumulative Percent Passing	Specs Max	Specs Min
12.00"	300.00		100%	100.0%	0.0%
10.00"	250.00		100%	100.0%	0.0%
8.00"	200.00		100%	100.0%	0.0%
6.00"	150.00		100%	100.0%	0.0%
4.00"	100.00		100%	100.0%	0.0%
3.00"	75.00		100%	100.0%	0.0%
2.50"	63.00		100%	100.0%	0.0%
2.00"	50.00	100%	100%	100.0%	0.0%
1.75"	45.00		100%	100.0%	0.0%
1.50"	37.50		100%	100.0%	0.0%
1.25"	31.50		100%	100.0%	0.0%
1.00"	25.00	100%	100%	100.0%	0.0%
3/4"	19.00	98%	98%	100.0%	0.0%
5/8"	16.00		98%	100.0%	0.0%
1/2"	12.50	97%	97%	100.0%	0.0%
3/8"	9.50	95%	95%	100.0%	0.0%
1/4"	6.30		93%	100.0%	0.0%
#4	4.75	91%	91%	100.0%	0.0%
#8	2.36		88%	100.0%	0.0%
#10	2.00	88%	88%	100.0%	0.0%
#16	1.18		83%	100.0%	0.0%
#20	0.850		81%	100.0%	0.0%
#30	0.600		79%	100.0%	0.0%
#40	0.425	78%	78%	100.0%	0.0%
#50	0.300		63%	100.0%	0.0%
#60	0.250		57%	100.0%	0.0%
#80	0.180		49%	100.0%	0.0%
#100	0.150	45%	45%	100.0%	0.0%
#140	0.106		35%	100.0%	0.0%
#170	0.090		31%	100.0%	0.0%
#200	0.075	27.9%	27.9%	100.0%	0.0%



Comments:

Reviewed by:
Meghan Blodgett-Carrillo

Sieve Report

Project:	Q.C. - Bethell/Lincoln Roundabout - 200615	**Date Received:**	12-Jul-21
Project #:	21B077-16	**Sampled By:**	Client
Client:	Aspect Consulting, LLC.	**Date Tested:**	14-Jul-21
Source:	ATP-4-2.5	**Tested By:**	J. Nimon
Sample#:	S21-0478		

Unified Soils Classification System
SM, Silty Sand
Sample Color:
brown

ACCREDITED
Certificate #: 1366.01

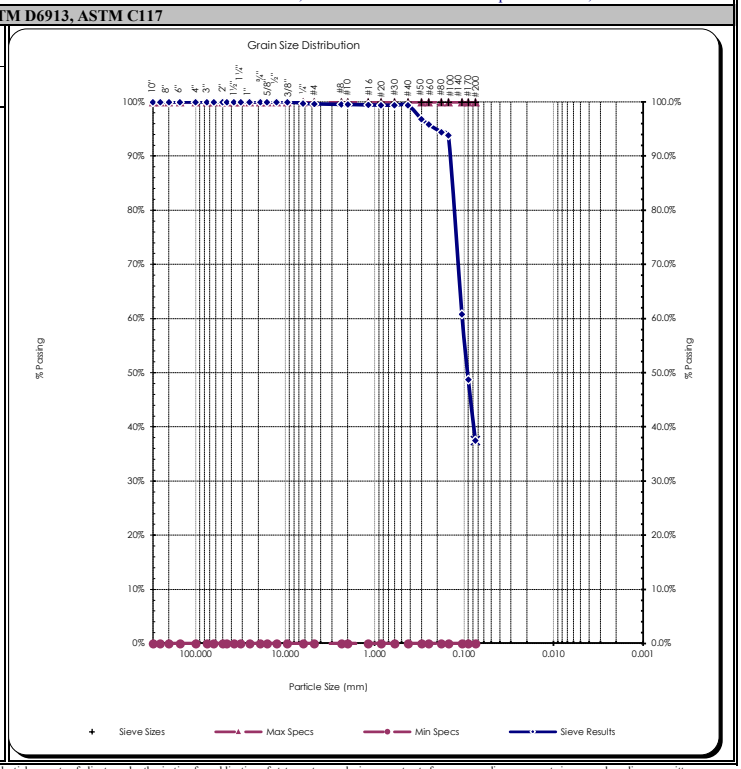
ASTM D2216, ASTM D2419, ASTM D4318, ASTM D5281

Specifications
No Specs
Sample Meets Specs ? N/A

$D_{(5)}$ =	0.010	mm	% Gravel =	0.4%	Coeff. of Curvature, C_C = 1.71
$D_{(10)}$ =	0.020	mm	% Sand =	62.1%	Coeff. of Uniformity, C_U = 5.25
$D_{(15)}$ =	0.030	mm	% Silt & Clay =	37.5%	Fineness Modulus = 0.11
$D_{(30)}$ =	0.060	mm	Liquid Limit =	n/a	Plastic Limit = n/a
$D_{(50)}$ =	0.092	mm	Plasticity Index =	n/a	Moisture %, as sampled = 12.6%
$D_{(60)}$ =	0.105	mm	Sand Equivalent =	n/a	Req'd Sand Equivalent =
$D_{(90)}$ =	0.145	mm	Fracture %, 1 Face =	n/a	Req'd Fracture %, 1 Face =
Dust Ratio =	20/53		Fracture %, 2+ Faces =	n/a	Req'd Fracture %, 2+ Faces =

ASTM C136, ASTM D6913, ASTM C117

Sieve Size US	Sieve Size Metric	Actual Cumulative Percent Passing	Interpolated Cumulative Percent Passing	Specs Max	Specs Min
12.00"	300.00		100%	100.0%	0.0%
10.00"	250.00		100%	100.0%	0.0%
8.00"	200.00		100%	100.0%	0.0%
6.00"	150.00		100%	100.0%	0.0%
4.00"	100.00		100%	100.0%	0.0%
3.00"	75.00		100%	100.0%	0.0%
2.50"	63.00		100%	100.0%	0.0%
2.00"	50.00	100%	100%	100.0%	0.0%
1.75"	45.00		100%	100.0%	0.0%
1.50"	37.50		100%	100.0%	0.0%
1.25"	31.50		100%	100.0%	0.0%
1.00"	25.00	100%	100%	100.0%	0.0%
3/4"	19.00	100%	100%	100.0%	0.0%
5/8"	16.00		100%	100.0%	0.0%
1/2"	12.50	100%	100%	100.0%	0.0%
3/8"	9.50	100%	100%	100.0%	0.0%
1/4"	6.30		100%	100.0%	0.0%
#4	4.75	100%	100%	100.0%	0.0%
#8	2.36		100%	100.0%	0.0%
#10	2.00	100%	100%	100.0%	0.0%
#16	1.18		99%	100.0%	0.0%
#20	0.850		99%	100.0%	0.0%
#30	0.600		99%	100.0%	0.0%
#40	0.425	99%	99%	100.0%	0.0%
#50	0.300		97%	100.0%	0.0%
#60	0.250		96%	100.0%	0.0%
#80	0.180		94%	100.0%	0.0%
#100	0.150	94%	94%	100.0%	0.0%
#140	0.106		61%	100.0%	0.0%
#170	0.090		49%	100.0%	0.0%
#200	0.075	37.5%	37.5%	100.0%	0.0%



Comments:

Reviewed by:
Meghan Blodgett-Carrillo

Sieve Report

Project: Q.C. - Bethell/Lincoln Roundabout - 200615
Project #: 21B077-16
Client: Aspect Consulting, LLC.
Source: ATP-4-8.5
Sample#: S21-0480

Date Received: 12-Jul-21
Sampled By: Client
Date Tested: 14-Jul-21
Tested By: J. Nimon

Visual Soils Classification
Silt with Sand
Sample Color:
brown

ACCREDITED
Certificate #: 1366.01

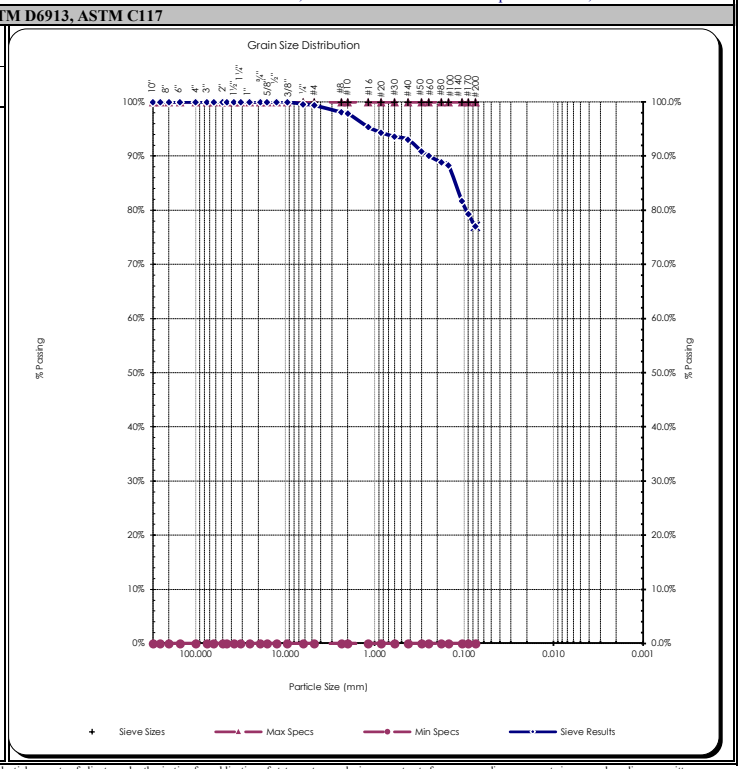
ASTM D2216, ASTM D2419, ASTM D4318, ASTM D5281

Specifications
No Specs
Sample Meets Specs ? N/A

$D_{(5)}$ =	0.005	mm	% Gravel =	0.6%	Coeff. of Curvature, C_C = 1.50
$D_{(10)}$ =	0.010	mm	% Sand =	22.4%	Coeff. of Uniformity, C_U = 6.00
$D_{(15)}$ =	0.015	mm	% Silt & Clay =	77.0%	Fineness Modulus = 0.34
$D_{(30)}$ =	0.029	mm	Liquid Limit =	n/a	Plastic Limit = n/a
$D_{(50)}$ =	0.049	mm	Plasticity Index =	n/a	Moisture %, as sampled = 21.5%
$D_{(60)}$ =	0.058	mm	Sand Equivalent =	n/a	Req'd Sand Equivalent =
$D_{(90)}$ =	0.247	mm	Fracture %, 1 Face =	n/a	Req'd Fracture %, 1 Face =
Dust Ratio =	24/29		Fracture %, 2+ Faces =	n/a	Req'd Fracture %, 2+ Faces =

ASTM C136, ASTM D6913, ASTM C117

Sieve Size US	Sieve Size Metric	Actual Cumulative Percent Passing	Interpolated Cumulative Percent Passing	Specs Max	Specs Min
12.00"	300.00		100%	100.0%	0.0%
10.00"	250.00		100%	100.0%	0.0%
8.00"	200.00		100%	100.0%	0.0%
6.00"	150.00		100%	100.0%	0.0%
4.00"	100.00		100%	100.0%	0.0%
3.00"	75.00		100%	100.0%	0.0%
2.50"	63.00		100%	100.0%	0.0%
2.00"	50.00	100%	100%	100.0%	0.0%
1.75"	45.00		100%	100.0%	0.0%
1.50"	37.50		100%	100.0%	0.0%
1.25"	31.50		100%	100.0%	0.0%
1.00"	25.00	100%	100%	100.0%	0.0%
3/4"	19.00	100%	100%	100.0%	0.0%
5/8"	16.00		100%	100.0%	0.0%
1/2"	12.50	100%	100%	100.0%	0.0%
3/8"	9.50	100%	100%	100.0%	0.0%
1/4"	6.30		100%	100.0%	0.0%
#4	4.75	99%	99%	100.0%	0.0%
#8	2.36		98%	100.0%	0.0%
#10	2.00	98%	98%	100.0%	0.0%
#16	1.18		95%	100.0%	0.0%
#20	0.850		94%	100.0%	0.0%
#30	0.600		94%	100.0%	0.0%
#40	0.425	93%	93%	100.0%	0.0%
#50	0.300		91%	100.0%	0.0%
#60	0.250		90%	100.0%	0.0%
#80	0.180		89%	100.0%	0.0%
#100	0.150	88%	88%	100.0%	0.0%
#140	0.106		82%	100.0%	0.0%
#170	0.090		79%	100.0%	0.0%
#200	0.075	77.0%	77.0%	100.0%	0.0%



Comments:

Reviewed by:
Meghan Blodgett-Carrillo

Sieve Report

Project: Q.C. - Bethell/Lincoln Roundabout - 200615
Project #: 21B077-16
Client: Aspect Consulting, LLC.
Source: ATP-5-2.0
Sample#: S21-0481

Date Received: 12-Jul-21
Sampled By: Client
Date Tested: 20-Jun-21
Tested By: C. Kriss

Unified Soils Classification System
SC-SM, Silty, Clayey Sand
Sample Color:
brown

ACCREDITED
Certificate #: 1366.01

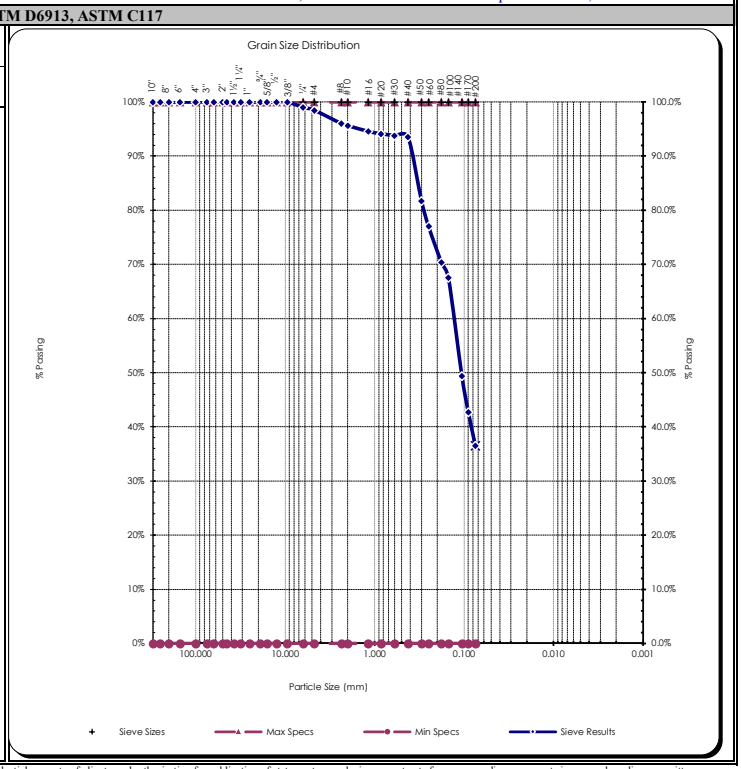
ASTM D2216, ASTM D2419, ASTM D4318, ASTM D5281

Specifications
No Specs
Sample Meets Specs ? N/A

$D_{(5)}$ =	0.010	mm	% Gravel =	1.5%	Coeff. of Curvature, C_C = 1.40
$D_{(10)}$ =	0.021	mm	% Sand =	61.9%	Coeff. of Uniformity, C_U = 6.42
$D_{(15)}$ =	0.031	mm	% Silt & Clay =	36.6%	Fineness Modulus = 0.68
$D_{(30)}$ =	0.062	mm	Liquid Limit =	n/a	Plastic Limit = n/a
$D_{(50)}$ =	0.108	mm	Plasticity Index =	n/a	Moisture %, as sampled = 24.3%
$D_{(60)}$ =	0.132	mm	Sand Equivalent =	n/a	Req'd Sand Equivalent =
$D_{(90)}$ =	0.387	mm	Fracture %, 1 Face =	n/a	Req'd Fracture %, 1 Face =
Dust Ratio =	34/87		Fracture %, 2+ Faces =	n/a	Req'd Fracture %, 2+ Faces =

ASTM C136, ASTM D6913, ASTM C117

Sieve Size US	Sieve Size Metric	Actual Cumulative Percent Passing	Interpolated Cumulative Percent Passing	Specs Max	Specs Min
12.00"	300.00		100%	100.0%	0.0%
10.00"	250.00		100%	100.0%	0.0%
8.00"	200.00		100%	100.0%	0.0%
6.00"	150.00		100%	100.0%	0.0%
4.00"	100.00		100%	100.0%	0.0%
3.00"	75.00		100%	100.0%	0.0%
2.50"	63.00		100%	100.0%	0.0%
2.00"	50.00	100%	100%	100.0%	0.0%
1.75"	45.00		100%	100.0%	0.0%
1.50"	37.50		100%	100.0%	0.0%
1.25"	31.50		100%	100.0%	0.0%
1.00"	25.00	100%	100%	100.0%	0.0%
3/4"	19.00	100%	100%	100.0%	0.0%
5/8"	16.00		100%	100.0%	0.0%
1/2"	12.50	100%	100%	100.0%	0.0%
3/8"	9.50	100%	100%	100.0%	0.0%
1/4"	6.30		99%	100.0%	0.0%
#4	4.75	98%	98%	100.0%	0.0%
#8	2.36		96%	100.0%	0.0%
#10	2.00	96%	96%	100.0%	0.0%
#16	1.18		95%	100.0%	0.0%
#20	0.850		94%	100.0%	0.0%
#30	0.600		94%	100.0%	0.0%
#40	0.425	94%	94%	100.0%	0.0%
#50	0.300		82%	100.0%	0.0%
#60	0.250		77%	100.0%	0.0%
#80	0.180		70%	100.0%	0.0%
#100	0.150	68%	68%	100.0%	0.0%
#140	0.106		49%	100.0%	0.0%
#170	0.090		43%	100.0%	0.0%
#200	0.075	36.6%	36.6%	100.0%	0.0%



Comments:

Reviewed by:
Meghan Blodgett-Carrillo

Sieve Report

Project: Q.C. - Bethell/Lincoln Roundabout - 200615
Project #: 21B077-16
Client: Aspect Consulting, LLC.
Source: ATP-5-7.0
Sample#: S21-0482

Date Received: 12-Jul-21
Sampled By: Client
Date Tested: 20-Jun-21
Tested By: C. Kriss

Visual Soils Classification
Clayey Silt with Sand
Sample Color:
brown

ACCREDITED
Certificate #: 1366.01

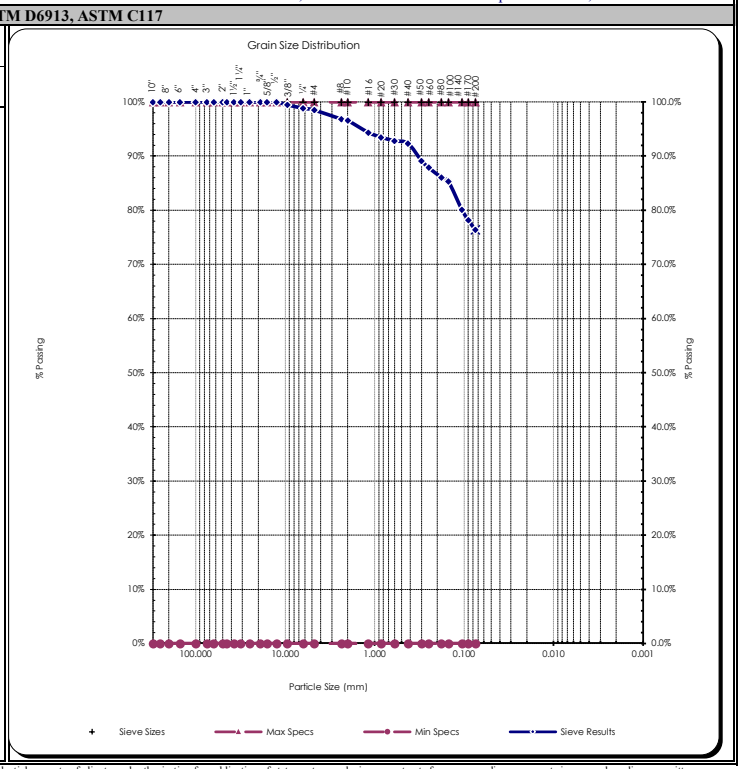
ASTM D2216, ASTM D2419, ASTM D4318, ASTM D5281

Specifications
No Specs
Sample Meets Specs ? N/A

$D_{(5)}$ =	0.005	mm	% Gravel =	1.5%	Coeff. of Curvature, C_C = 1.50
$D_{(10)}$ =	0.010	mm	% Sand =	22.1%	Coeff. of Uniformity, C_U = 6.00
$D_{(15)}$ =	0.015	mm	% Silt & Clay =	76.4%	Fineness Modulus = 0.44
$D_{(30)}$ =	0.029	mm	Liquid Limit =	n/a	Plastic Limit = n/a
$D_{(50)}$ =	0.049	mm	Plasticity Index =	n/a	Moisture %, as sampled = 22.4%
$D_{(60)}$ =	0.059	mm	Sand Equivalent =	n/a	Req'd Sand Equivalent =
$D_{(90)}$ =	0.333	mm	Fracture %, 1 Face =	n/a	Req'd Fracture %, 1 Face =
Dust Ratio =	67/81		Fracture %, 2+ Faces =	n/a	Req'd Fracture %, 2+ Faces =

ASTM C136, ASTM D6913, ASTM C117

Sieve Size US	Sieve Size Metric	Actual Cumulative Percent Passing	Interpolated Cumulative Percent Passing	Specs Max	Specs Min
12.00"	300.00		100%	100.0%	0.0%
10.00"	250.00		100%	100.0%	0.0%
8.00"	200.00		100%	100.0%	0.0%
6.00"	150.00		100%	100.0%	0.0%
4.00"	100.00		100%	100.0%	0.0%
3.00"	75.00		100%	100.0%	0.0%
2.50"	63.00		100%	100.0%	0.0%
2.00"	50.00	100%	100%	100.0%	0.0%
1.75"	45.00		100%	100.0%	0.0%
1.50"	37.50		100%	100.0%	0.0%
1.25"	31.50		100%	100.0%	0.0%
1.00"	25.00	100%	100%	100.0%	0.0%
3/4"	19.00	100%	100%	100.0%	0.0%
5/8"	16.00		100%	100.0%	0.0%
1/2"	12.50	100%	100%	100.0%	0.0%
3/8"	9.50	99%	99%	100.0%	0.0%
1/4"	6.30		99%	100.0%	0.0%
#4	4.75	99%	99%	100.0%	0.0%
#8	2.36		97%	100.0%	0.0%
#10	2.00	97%	97%	100.0%	0.0%
#16	1.18		94%	100.0%	0.0%
#20	0.850		93%	100.0%	0.0%
#30	0.600		93%	100.0%	0.0%
#40	0.425	92%	92%	100.0%	0.0%
#50	0.300		89%	100.0%	0.0%
#60	0.250		88%	100.0%	0.0%
#80	0.180		86%	100.0%	0.0%
#100	0.150	85%	85%	100.0%	0.0%
#140	0.106		80%	100.0%	0.0%
#170	0.090		78%	100.0%	0.0%
#200	0.075	76.4%	76.4%	100.0%	0.0%



Comments:

Reviewed by:
Meghan Blodgett-Carrillo

Sieve Report

Project: Q.C. - Bethell/Lincoln Roundabout - 200615
Project #: 21B077-16
Client: Aspect Consulting, LLC.
Source: ATP-6-6.5
Sample#: S21-0483

Date Received: 12-Jul-21
Sampled By: Client
Date Tested: 20-Jun-21
Tested By: C. Kriss

Unified Soils Classification System
SC-SM, Silty, Clayey Sand
Sample Color:
brown

ACCREDITED
Certificate #: 1366.01

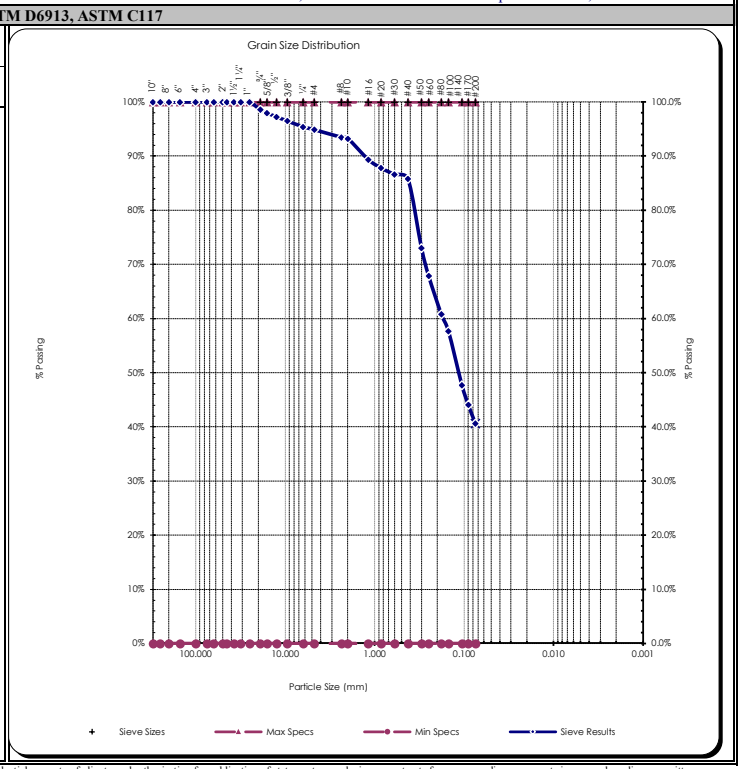
ASTM D2216, ASTM D2419, ASTM D4318, ASTM D5281

Specifications
No Specs
Sample Meets Specs ? N/A

$D_{(5)}$ =	0.009	mm	% Gravel =	5.1%	Coeff. of Curvature, C_C = 0.96
$D_{(10)}$ =	0.018	mm	% Sand =	54.2%	Coeff. of Uniformity, C_U = 9.34
$D_{(15)}$ =	0.028	mm	% Silt & Clay =	40.7%	Fineness Modulus = 1.10
$D_{(30)}$ =	0.055	mm	Liquid Limit =	n/a	Plastic Limit = n/a
$D_{(50)}$ =	0.116	mm	Plasticity Index =	n/a	Moisture %, as sampled = 15.9%
$D_{(60)}$ =	0.172	mm	Sand Equivalent =	n/a	Req'd Sand Equivalent =
$D_{(90)}$ =	1.314	mm	Fracture %, 1 Face =	n/a	Req'd Fracture %, 1 Face =
Dust Ratio =	9/19		Fracture %, 2+ Faces =	n/a	Req'd Fracture %, 2+ Faces =

ASTM C136, ASTM D6913, ASTM C117

Sieve Size US	Sieve Size Metric	Actual Cumulative Percent Passing	Interpolated Cumulative Percent Passing	Specs Max	Specs Min
12.00"	300.00		100%	100.0%	0.0%
10.00"	250.00		100%	100.0%	0.0%
8.00"	200.00		100%	100.0%	0.0%
6.00"	150.00		100%	100.0%	0.0%
4.00"	100.00		100%	100.0%	0.0%
3.00"	75.00		100%	100.0%	0.0%
2.50"	63.00		100%	100.0%	0.0%
2.00"	50.00	100%	100%	100.0%	0.0%
1.75"	45.00		100%	100.0%	0.0%
1.50"	37.50		100%	100.0%	0.0%
1.25"	31.50		100%	100.0%	0.0%
1.00"	25.00	100%	100%	100.0%	0.0%
3/4"	19.00	99%	99%	100.0%	0.0%
5/8"	16.00		98%	100.0%	0.0%
1/2"	12.50	97%	97%	100.0%	0.0%
3/8"	9.50	96%	96%	100.0%	0.0%
1/4"	6.30		95%	100.0%	0.0%
#4	4.75	95%	95%	100.0%	0.0%
#8	2.36		93%	100.0%	0.0%
#10	2.00	93%	93%	100.0%	0.0%
#16	1.18		89%	100.0%	0.0%
#20	0.850		88%	100.0%	0.0%
#30	0.600		87%	100.0%	0.0%
#40	0.425	86%	86%	100.0%	0.0%
#50	0.300		73%	100.0%	0.0%
#60	0.250		68%	100.0%	0.0%
#80	0.180		61%	100.0%	0.0%
#100	0.150	58%	58%	100.0%	0.0%
#140	0.106		48%	100.0%	0.0%
#170	0.090		44%	100.0%	0.0%
#200	0.075	40.7%	40.7%	100.0%	0.0%



Comments:

Reviewed by:
Meghan Blodgett-Carrillo

APPENDIX C

Report Limitations and Guidelines for Use

REPORT LIMITATIONS AND GUIDELINES FOR USE

Geoscience is Not Exact

The geoscience practices (geotechnical engineering, geology, and environmental science) are far less exact than other engineering and natural science disciplines. It is important to recognize this limitation in evaluating the content of the report. If you are unclear how these "Report Limitations and Guidelines for Use" apply to your project or property, you should contact Aspect Consulting, LLC (Aspect).

This Report and Project-Specific Factors

Aspect's services are designed to meet the specific needs of our clients. Aspect has performed the services in general accordance with our agreement (the Agreement) with the Client (defined under the Limitations section of this project's work product). This report has been prepared for the exclusive use of the Client. This report should not be applied for any purpose or project except the purpose described in the Agreement.

Aspect considered many unique, project-specific factors when establishing the Scope of Work for this project and report. You should not rely on this report if it was:

- Not prepared for you;
- Not prepared for the specific purpose identified in the Agreement;
- Not prepared for the specific subject property assessed; or
- Completed before important changes occurred concerning the subject property, project, or governmental regulatory actions.

If changes are made to the project or subject property after the date of this report, Aspect should be retained to assess the impact of the changes with respect to the conclusions contained in the report.

Reliance Conditions for Third Parties

This report was prepared for the exclusive use of the Client. No other party may rely on the product of our services unless we agree in advance to such reliance in writing. This is to provide our firm with reasonable protection against liability claims by third parties with whom there would otherwise be no contractual limitations. Within the limitations of scope, schedule, and budget, our services have been executed in accordance with our Agreement with the Client and recognized geoscience practices in the same locality and involving similar conditions at the time this report was prepared

Property Conditions Change Over Time

This report is based on conditions that existed at the time the study was performed. The findings and conclusions of this report may be affected by the passage of time, by events such as a change in property use or occupancy, or by natural events, such as floods,

earthquakes, slope instability, or groundwater fluctuations. If any of the described events may have occurred following the issuance of the report, you should contact Aspect so that we may evaluate whether changed conditions affect the continued reliability or applicability of our conclusions and recommendations.

Geotechnical, Geologic, and Environmental Reports Are Not Interchangeable

The equipment, techniques, and personnel used to perform a geotechnical or geologic study differ significantly from those used to perform an environmental study and vice versa. For that reason, a geotechnical engineering or geologic report does not usually address any environmental findings, conclusions, or recommendations (e.g., about the likelihood of encountering underground storage tanks or regulated contaminants). Similarly, environmental reports are not used to address geotechnical or geologic concerns regarding the subject property.

We appreciate the opportunity to perform these services. If you have any questions please contact the Aspect Project Manager for this project.

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APPENDIX C

POTHOLING INFORMATION

TEST HOLE DATA SHEET

APPLIED PROFESSIONAL SERVICES INC.

Job #: 6861

Lead: Jeffs

Pothole Number: 7

Date: 12/18

Overlay Thickness (in):	
Asphalt (in):	
Concrete (in):	
Brick (in):	
soil type:	gravel

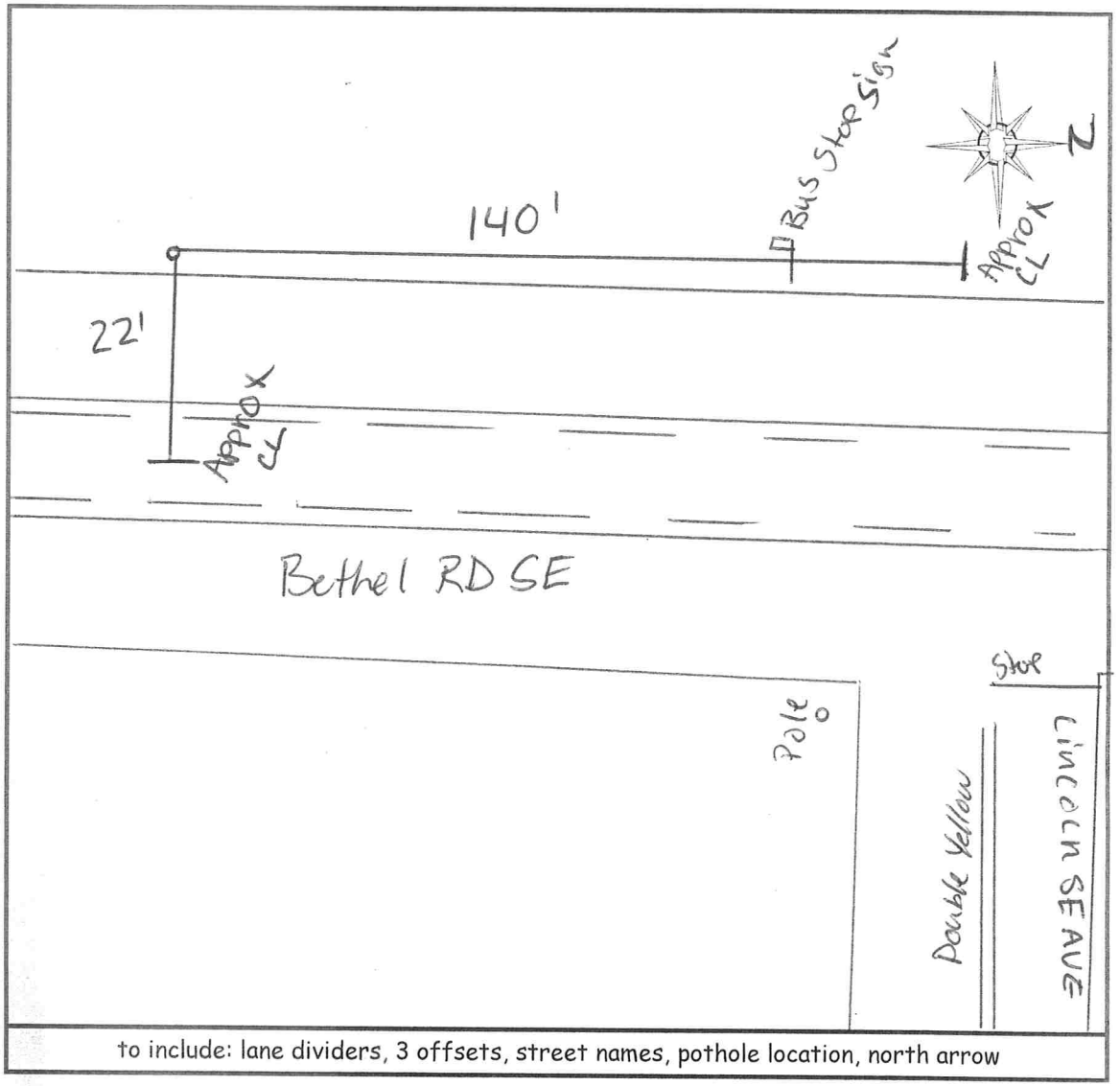
Target Utility:	
Utility Type:	GAS
Size:	4
Top (in):	47
Bottom (in):	51
Width (in):	
Thickness (in):	
Pipe Direction:	N/S
Material:	PE

Notes:

Water table at 48"

Additional Utility:	
Utility Type:	
Size:	
Top (in):	
Bottom (in):	
Width (in):	
Thickness (in):	
Pipe Direction:	
Material:	

Utility Config Facing: South



to include: lane dividers, 3 offsets, street names, pothole location, north arrow

TEST HOLE DATA SHEET

APPLIED PROFESSIONAL SERVICES INC.

Job # 6861

Lead: JEFF

Pothole Number: 2

Date: 12/18

Overlay Thickness (in):	
Asphalt (in):	
Concrete (in):	
Brick (in):	
soil type:	Gravel

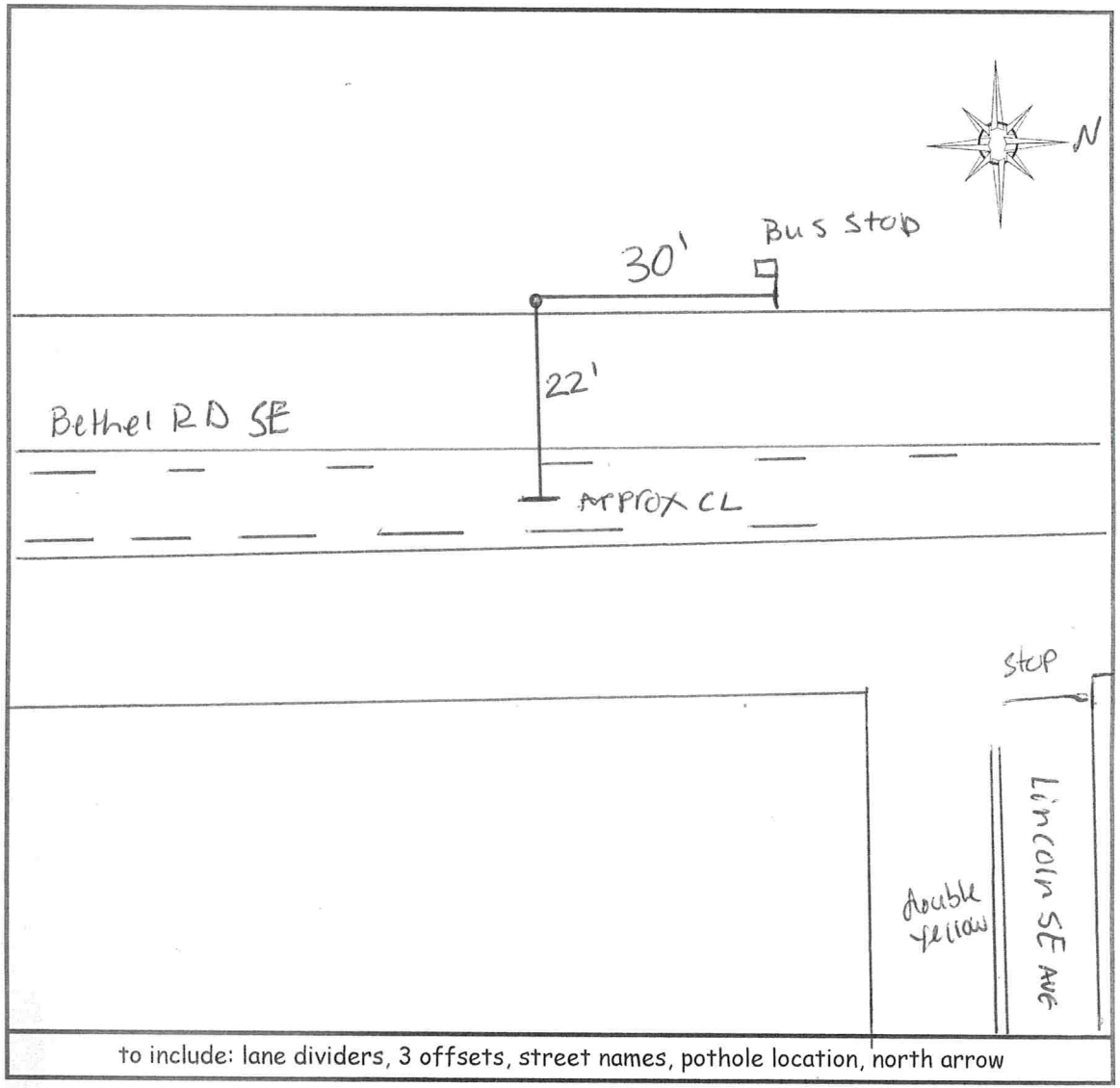
Notes:

Target Utility:	
Utility Type:	Gas
Size:	4
Top (in):	48
Bottom (in):	52
Width (in):	
Thickness (in):	
Pipe Direction:	N/S
Material:	Steel wrap

RE

Additional Utility:	
Utility Type:	
Size:	
Top (in):	
Bottom (in):	
Width (in):	
Thickness (in):	
Pipe Direction:	
Material:	

Utility Config Facing: North



to include: lane dividers, 3 offsets, street names, pothole location, north arrow

TEST HOLE DATA SHEET

APPLIED PROFESSIONAL SERVICES INC.

Job #_____

Lead: Jeff S

Overlay Thickness (in):	
Asphalt (in):	
Concrete (in):	
Brick (in):	
soil type:	mud

Pothole Number: 3

Date: 12/18

Target Utility:	
Utility Type:	H2O
Size:	4
Top (in):	62
Bottom (in):	66
Width (in):	
Thickness (in):	
Pipe Direction:	E/W
Material:	Steel

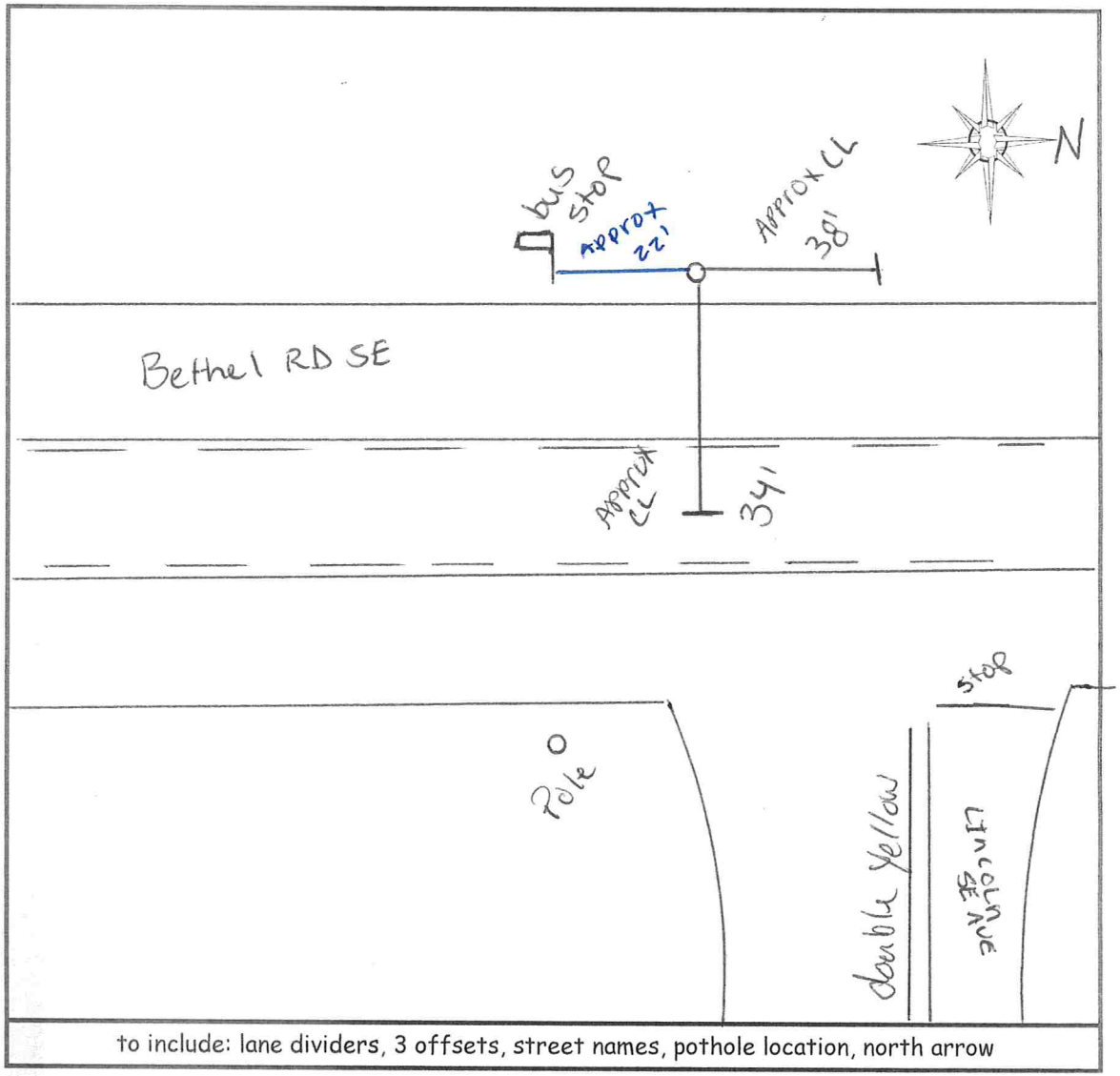
Notes:

Had to move pot hole out of sticker bushes. ground too wet for vac truck. didn't want to get stuck.

Additional Utility:	
Utility Type:	
Size:	
Top (in):	
Bottom (in):	
Width (in):	
Thickness (in):	
Pipe Direction:	
Material:	

Utility Config Facing: East

4"



to include: lane dividers, 3 offsets, street names, pothole location, north arrow

TEST HOLE DATA SHEET

APPLIED PROFESSIONAL SERVICES INC.

Job # 6861

Lead: Jeff S

Overlay Thickness (in):	
Asphalt (in):	5
Concrete (in):	
Brick (in):	
soil type:	clay/gravel

Pothole Number: 4

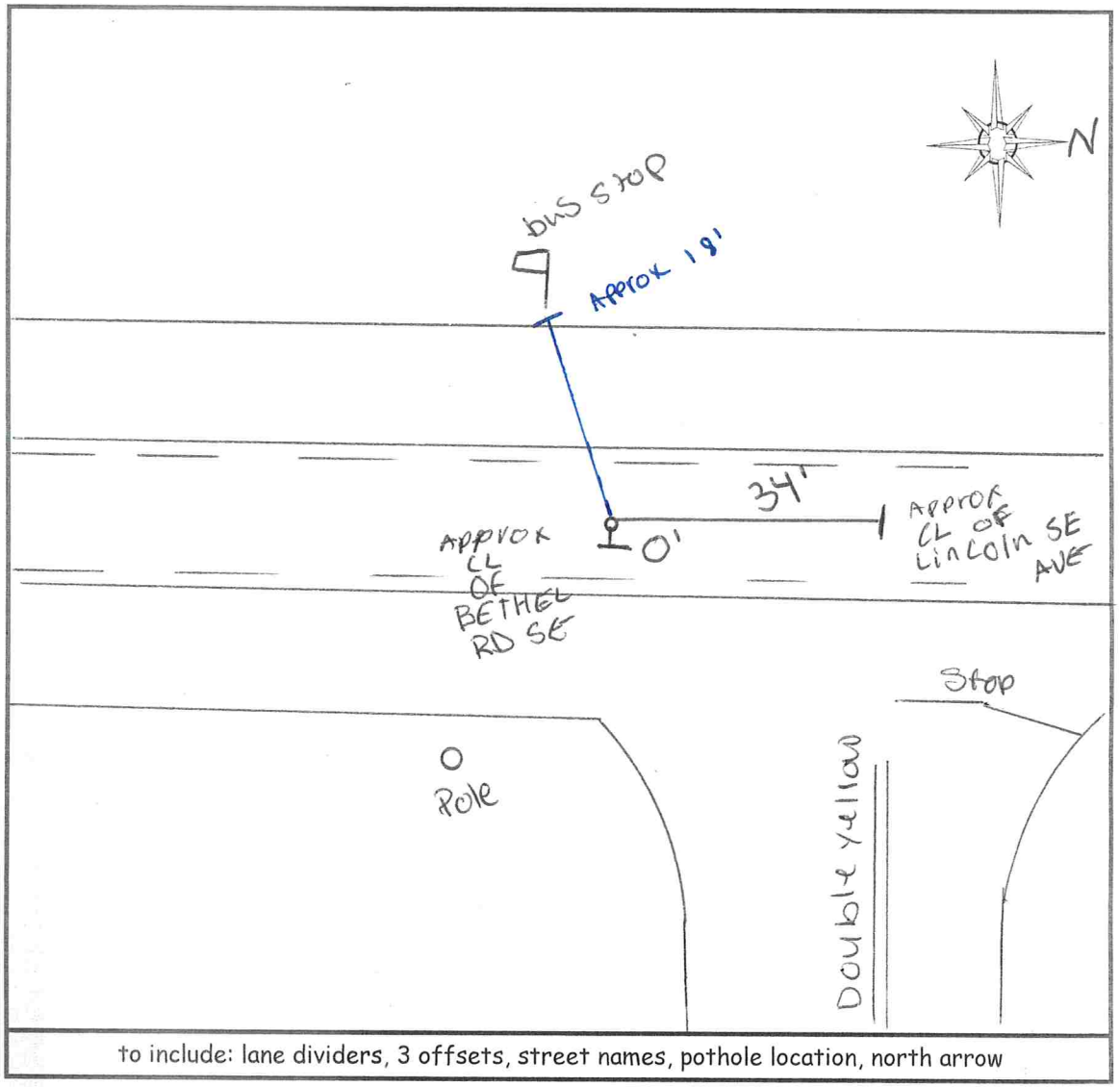
Date: 12/18/23

Target Utility:	
Utility Type:	H20
Size:	4
Top (in):	56
Bottom (in):	60
Width (in):	
Thickness (in):	
Pipe Direction:	E/W
Material:	Steel

Notes:

Additional Utility:	
Utility Type:	
Size:	
Top (in):	
Bottom (in):	
Width (in):	
Thickness (in):	
Pipe Direction:	
Material:	

Utility Config Facing: East



to include: lane dividers, 3 offsets, street names, pothole location, north arrow

TEST HOLE DATA SHEET

APPLIED PROFESSIONAL SERVICES INC.

Job # 68861

Lead: Jeffs

Pothole Number: 5

Date: 12/18/23

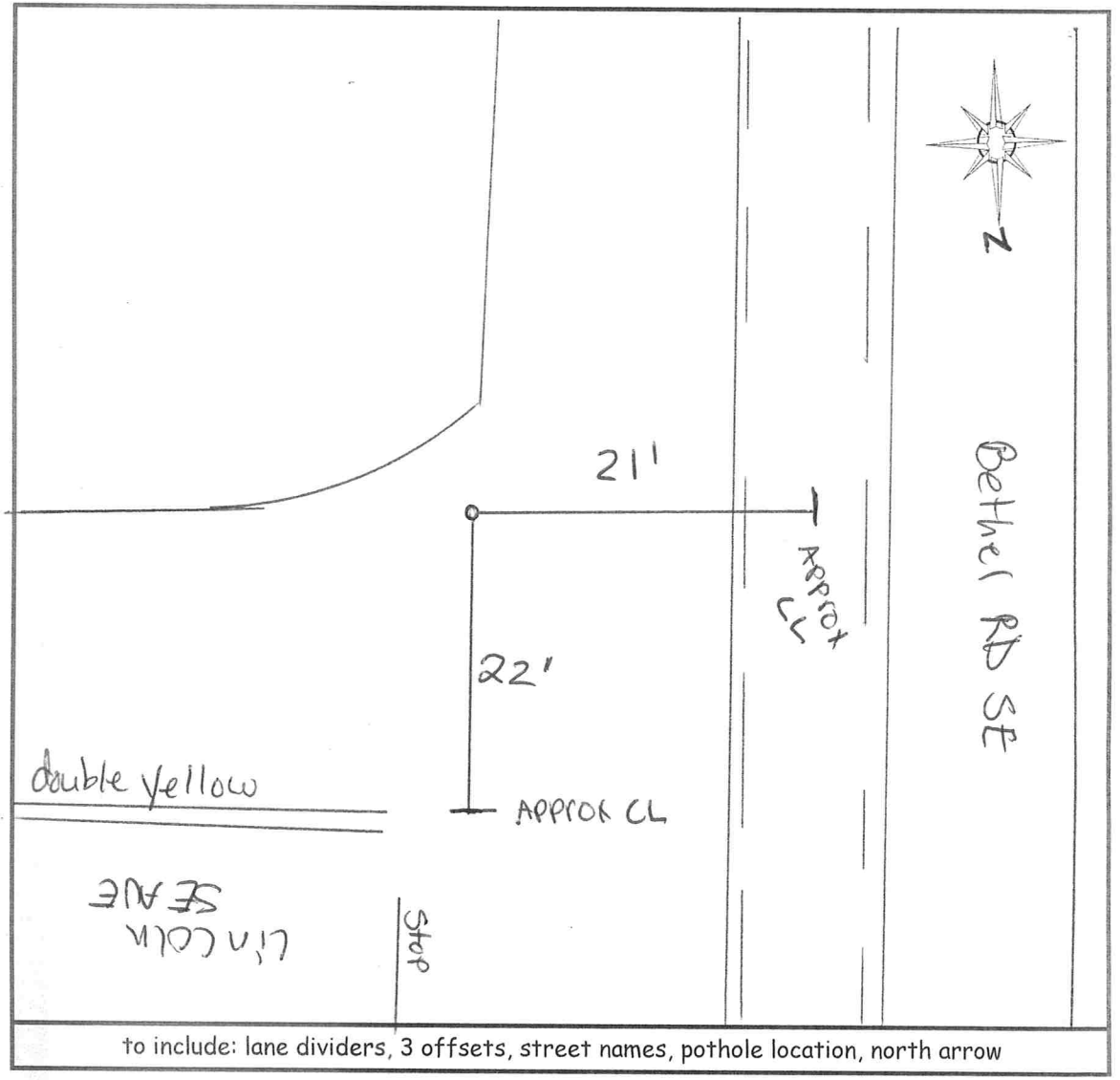
Overlay Thickness (in):	
Asphalt (in):	6
Concrete (in):	
Brick (in):	
soil type:	Gravel

Target Utility:	
Utility Type:	GAS
Size:	4
Top (in):	45
Bottom (in):	49
Width (in):	
Thickness (in):	
Pipe Direction:	E/W
Material:	PE

Notes:

Additional Utility:	
Utility Type:	
Size:	
Top (in):	
Bottom (in):	
Width (in):	
Thickness (in):	
Pipe Direction:	
Material:	

Utility Config Facing: East



to include: lane dividers, 3 offsets, street names, pothole location, north arrow

TEST HOLE DATA SHEET

APPLIED PROFESSIONAL SERVICES INC.

Job #

Lead: JeFFS

Pothole Number: 6

Date: 12/18

Overlay Thickness (in):	
Asphalt (in):	
Concrete (in):	
Brick (in):	
soil type:	gravel | sand

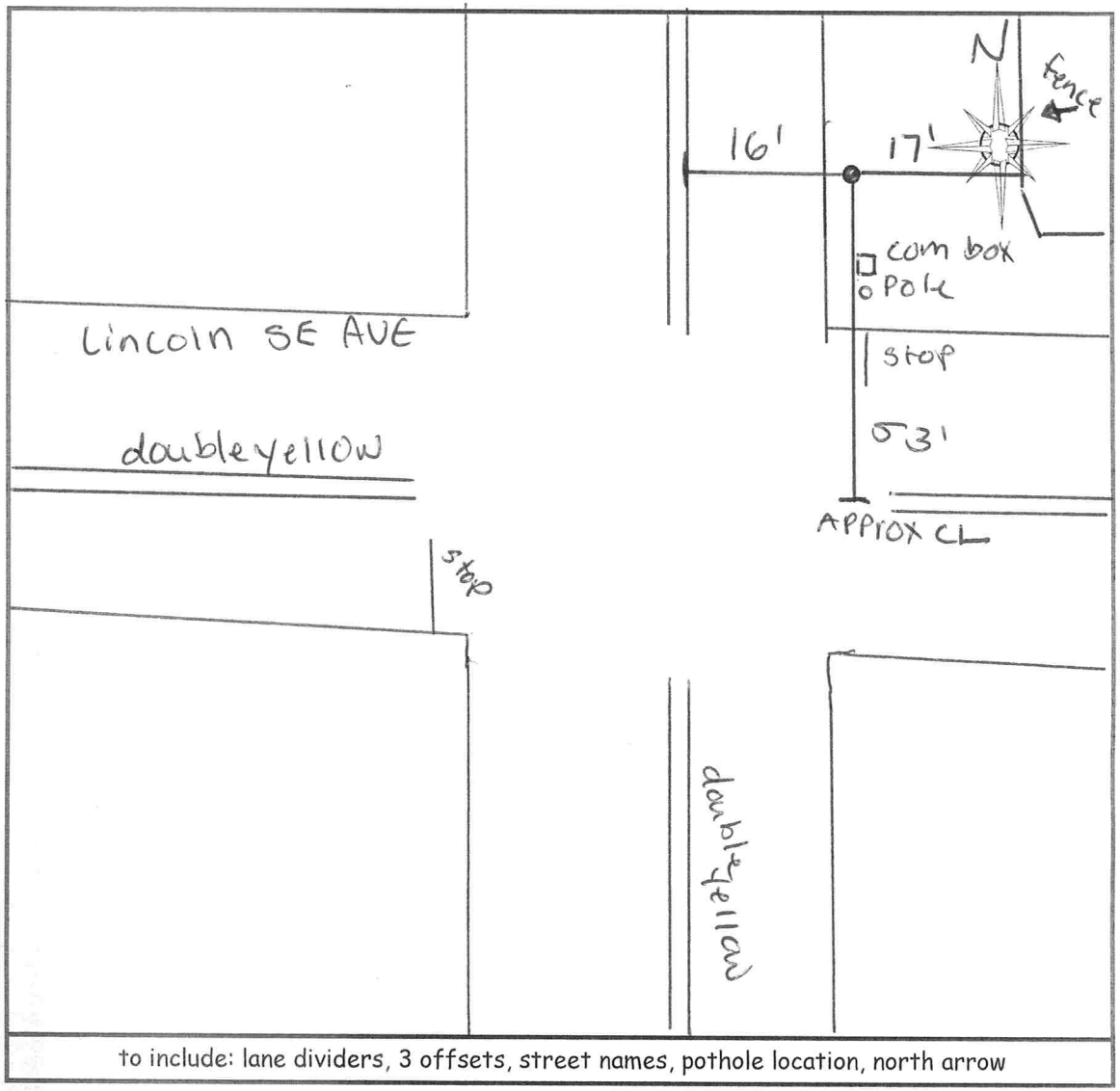
Target Utility:	
Utility Type:	GAS
Size:	2
Top (in):	39
Bottom (in):	41
Width (in):	
Thickness (in):	
Pipe Direction:	N/S
Material:	PE

Notes:

Additional Utility:	
Utility Type:	
Size:	
Top (in):	
Bottom (in):	
Width (in):	
Thickness (in):	
Pipe Direction:	
Material:	

Utility Config Facing: North

2"



to include: lane dividers, 3 offsets, street names, pothole location, north arrow

TEST HOLE DATA SHEET

APPLIED PROFESSIONAL SERVICES INC.

Job # 6861

Lead: Jeff

Pothole Number: 7

Date: 12/19

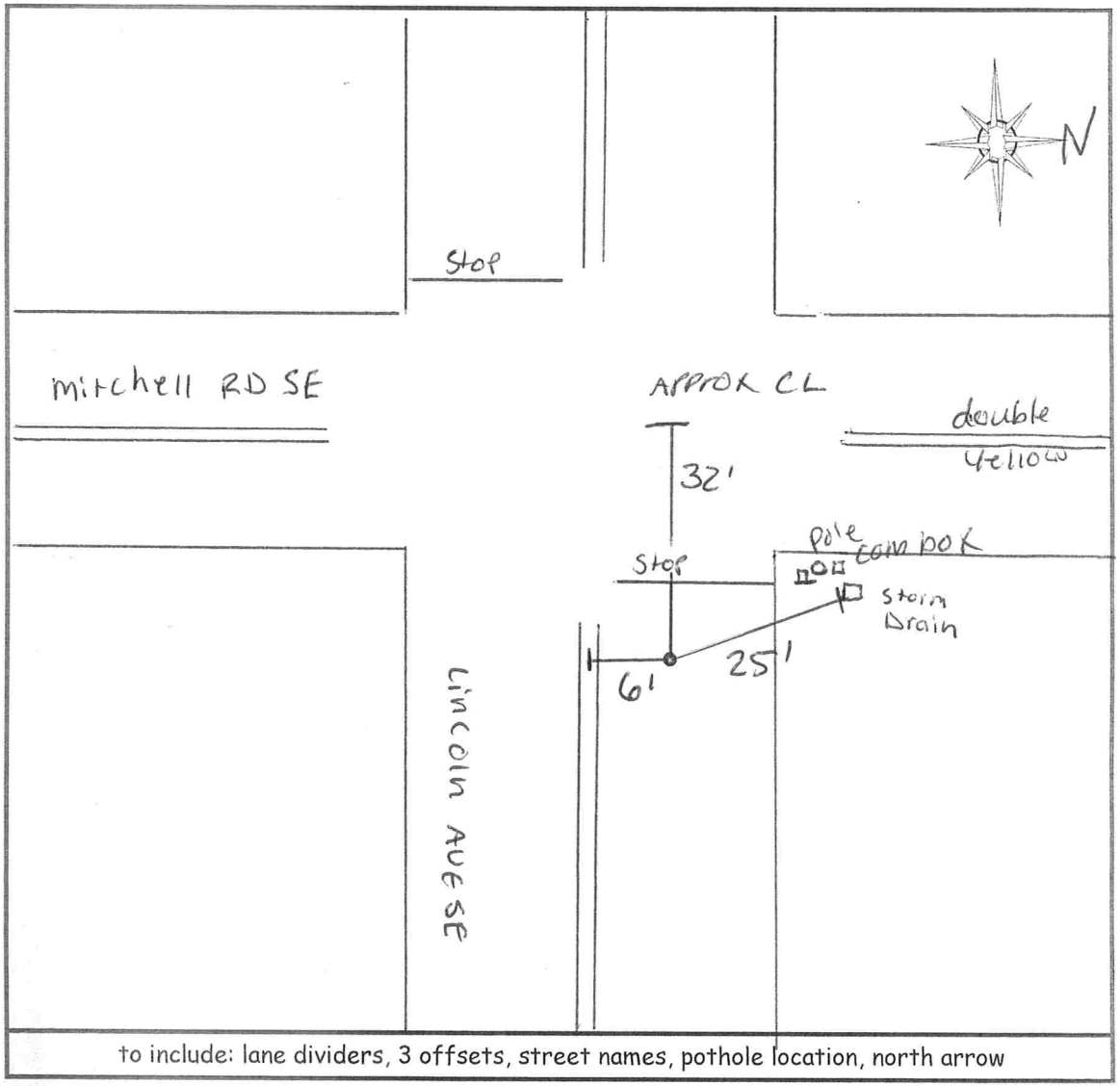
Overlay Thickness (in):	
Asphalt (in):	6
Concrete (in):	
Brick (in):	
soil type:	Sand

Target Utility:	
Utility Type:	H2O
Size:	8
Top (in):	44
Bottom (in):	52
Width (in):	
Thickness (in):	
Pipe Direction:	N/S
Material:	Steel

Notes:

Additional Utility:	
Utility Type:	
Size:	
Top (in):	
Bottom (in):	
Width (in):	
Thickness (in):	
Pipe Direction:	
Material:	

Utility Config Facing:



to include: lane dividers, 3 offsets, street names, pothole location, north arrow

TEST HOLE DATA SHEET

APPLIED PROFESSIONAL SERVICES INC.

Job # 68561

Lead: Jeffs

Overlay Thickness (in):	
Asphalt (in):	6
Concrete (in):	
Brick (in):	
soil type:	Sand

Pothole Number: 8

Date: 12/19/23

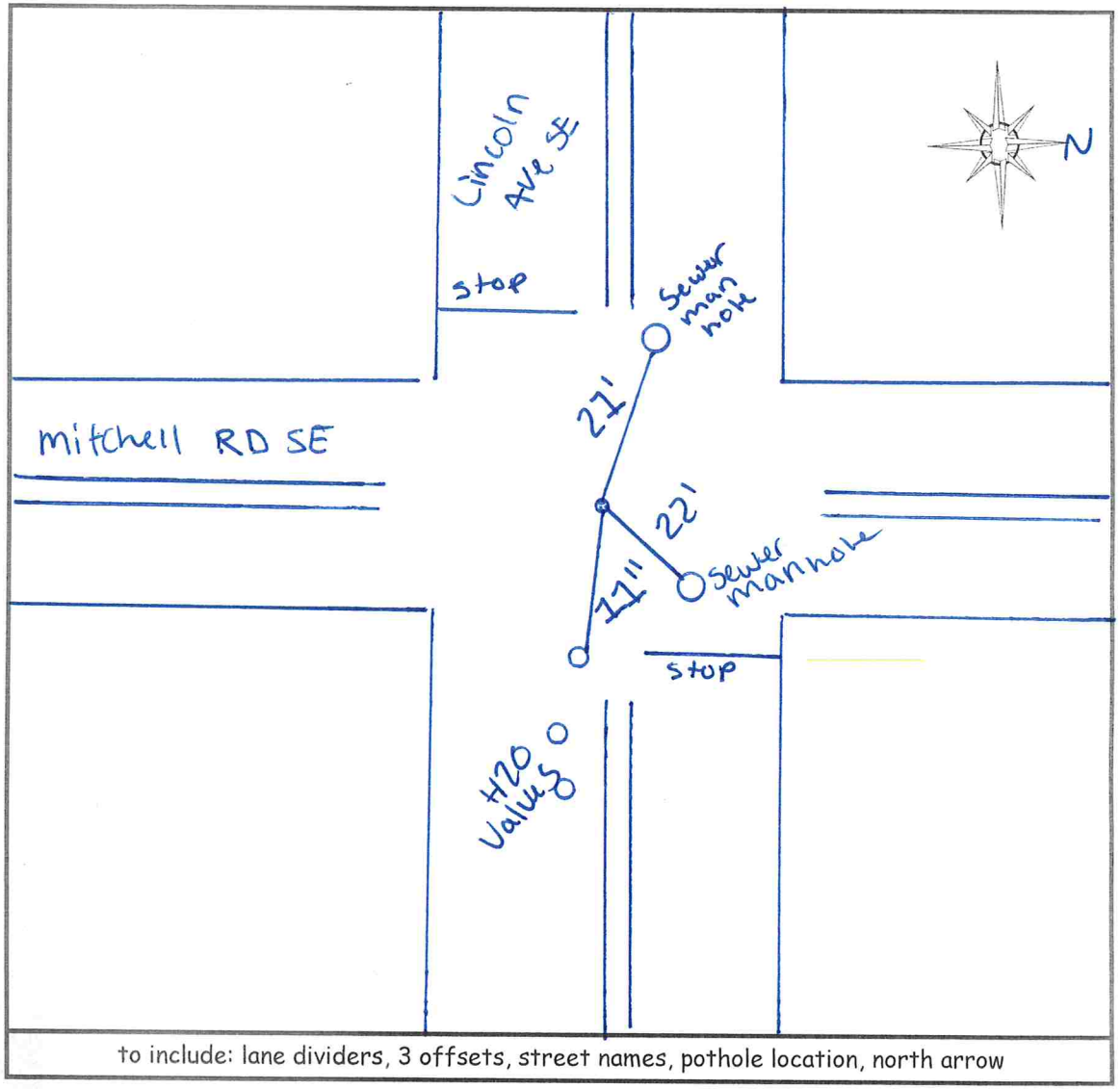
Notes:

Target Utility:	
Utility Type:	H2O
Size:	8
Top (in):	46.5
Bottom (in):	56.5
Width (in):	
Thickness (in):	
Pipe Direction:	E/W
Material:	Steel

Additional Utility:	
Utility Type:	
Size:	
Top (in):	
Bottom (in):	
Width (in):	
Thickness (in):	
Pipe Direction:	
Material:	

Utility Config Facing: East

8"



to include: lane dividers, 3 offsets, street names, pothole location, north arrow

TEST HOLE DATA SHEET

APPLIED PROFESSIONAL SERVICES INC.

Job #: 6861

Lead: Jeff S

Overlay Thickness (in):	
Asphalt (in):	5
Concrete (in):	
Brick (in):	
soil type:	Sand

Pothole Number: 9

Date: 12/19/23

Notes:

moved pot hole to water & gas intersect to find line of sight for water PH 10.

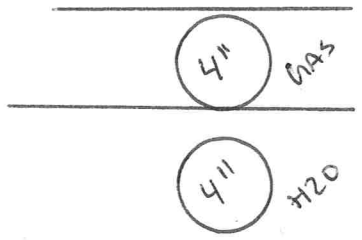
H20 pipe is white PVC

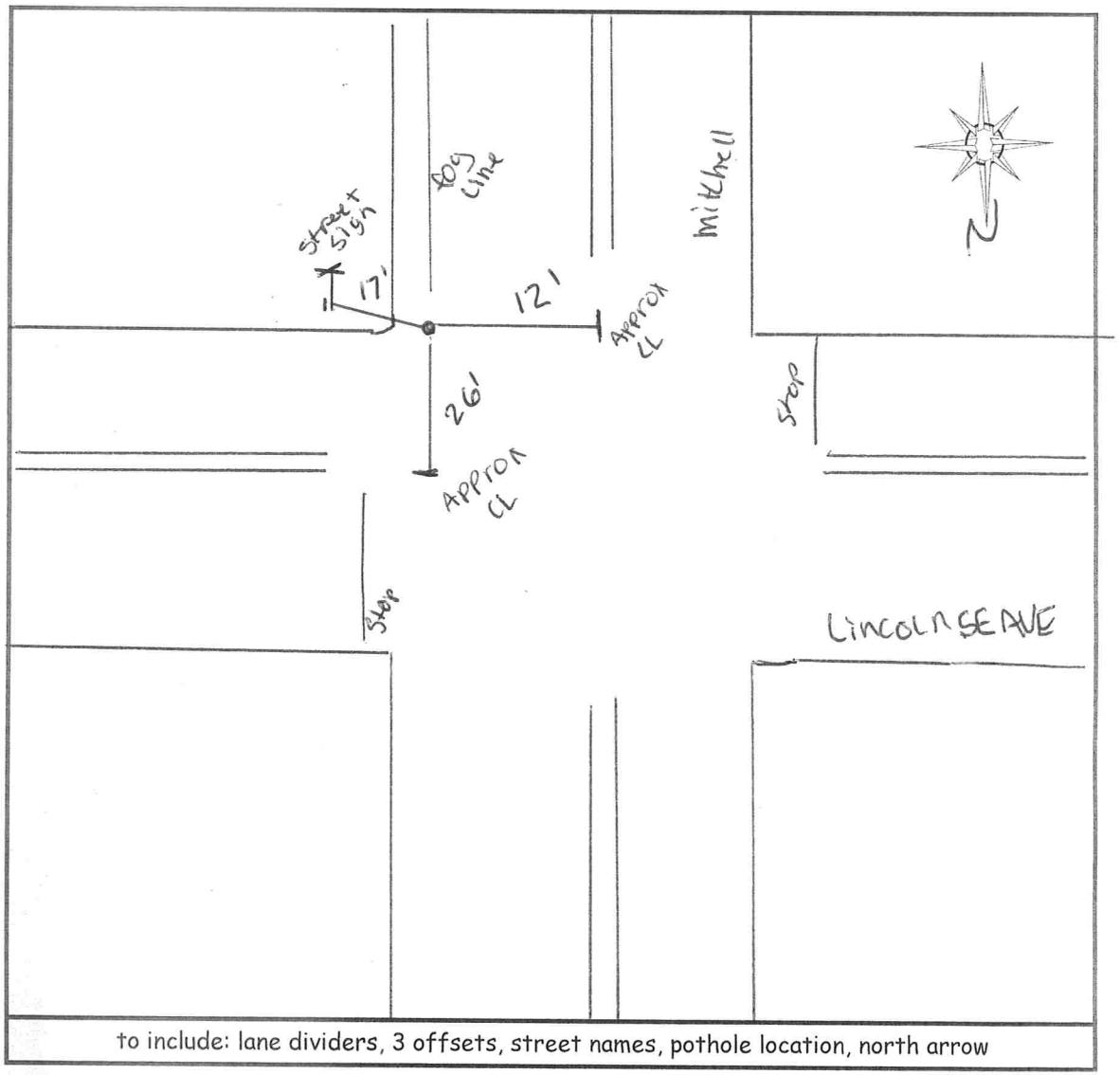
gas is green wrapped unknown material

Target Utility:	
Utility Type:	Gas
Size:	4
Top (in):	33
Bottom (in):	37
Width (in):	
Thickness (in):	
Pipe Direction:	E/W
Material:	unknown

Additional Utility:	
Utility Type:	H20
Size:	4
Top (in):	45
Bottom (in):	49
Width (in):	
Thickness (in):	
Pipe Direction:	N/S
Material:	PVC

Utility Config Facing: South





to include: lane dividers, 3 offsets, street names, pothole location, north arrow

TEST HOLE DATA SHEET

APPLIED PROFESSIONAL SERVICES INC.

Job #: 6861

Lead: Jeff

Pothole Number: 10

Date: 12/19/23

Overlay Thickness (in):	
Asphalt (in):	4
Concrete (in):	
Brick (in):	
soil type:	Sand

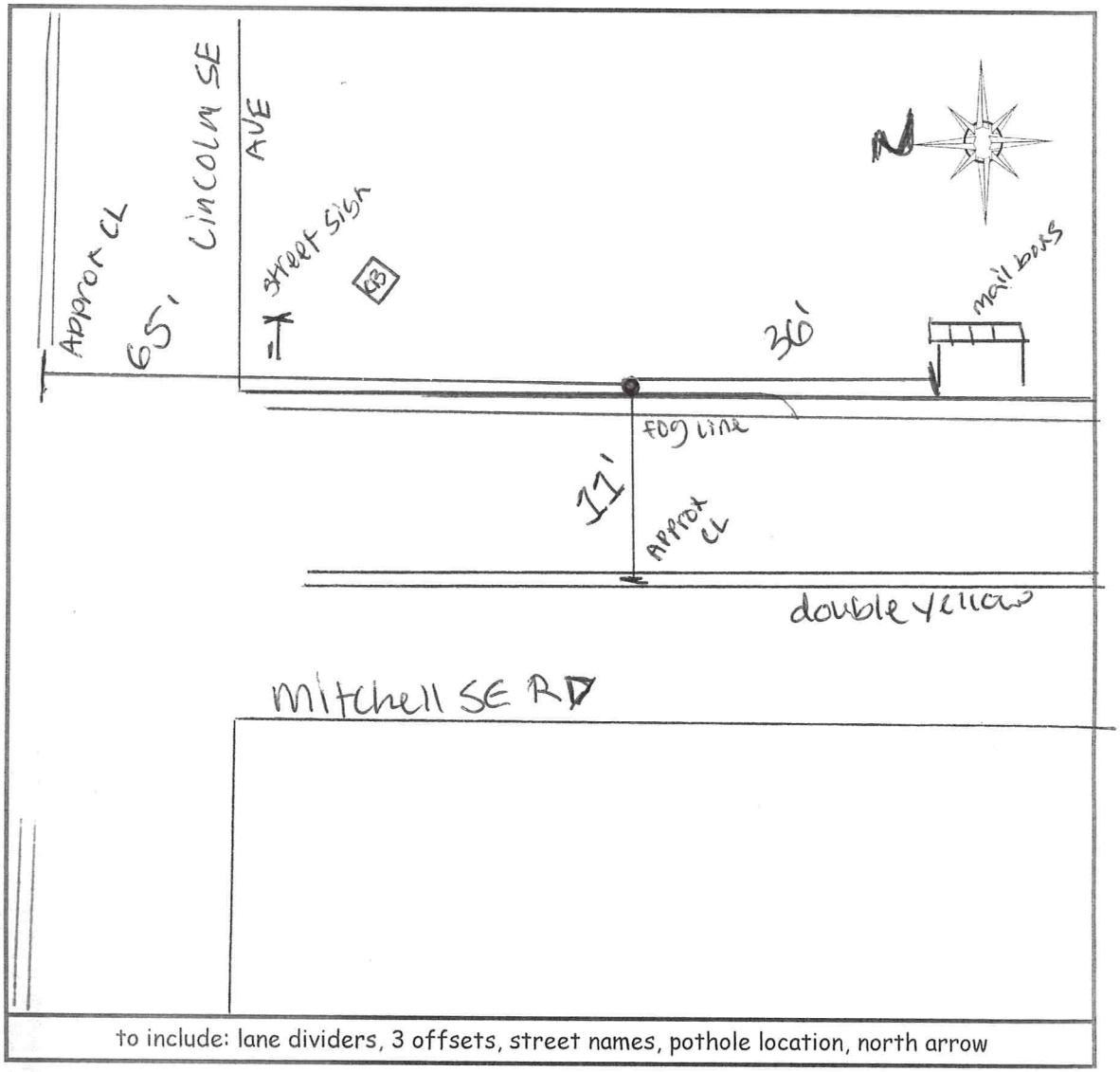
Target Utility:	
Utility Type:	H2O
Size:	6
Top (in):	46
Bottom (in):	52
Width (in):	
Thickness (in):	
Pipe Direction:	N/S
Material:	PVC

Notes:

PVC PIPE IN PHO could have been 6" could barely see pipe with All the ground water. could not get measuring tape side to side for exact measurments.

Additional Utility:	
Utility Type:	
Size:	
Top (in):	
Bottom (in):	
Width (in):	
Thickness (in):	
Pipe Direction:	
Material:	

Utility Config Facing: South



to include: lane dividers, 3 offsets, street names, pothole location, north arrow

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APPENDIX D

PERMITS AND INADVERTENT DISCOVERY PLAN

CITY OF PORT ORCHARD
Public Works Department
Permit Center
216 Prospect Street, Port Orchard, WA 98366
Ph.: (360) 874-5533• permitcenter@portorchardwa.gov

NOTICE OF DECISION

Issuance Date: January 24, 2024

Applicant: Chris Hammer
City of Port Orchard
216 Prospect St
Port Orchard, WA 98366

File Number(s): PW23-039 & PW23-049
Project Name: Port Orchard Bethel & Lincoln Roundabout

Type of Application(s): Major Land Disturbing Activity Permit & Storm Drainage

Assessor Parcel Number(s): 4625-000-003-0103, 4625-000-004-0003, 4625-000-005-0507

Site Location: Intersection of Bethel & Lincoln

PROPOSAL:

Construction of roundabouts at the intersections of Bethel Rd SE & Lincoln Ave SE and Lincoln Ave SE & Mitchell Rd.

DETERMINATION OF CONSISTENCY 20.24.100

Administrative applications are reviewed by the City to determine consistency between the proposed project and the applicable regulations and the Comprehensive Plan provisions. A determination of consistency shall consider the type of land use, the level of development, availability of infrastructure, and the character of development. The application shall be found to be consistent with the Comprehensive Plan, the provisions of Title 20, the Washington State Environmental Policy Act (SEPA), and the City's Design Standards.

PUBLIC COMMENT AND RESPONSE:

Notice of Application was issued October 26, 2023 with comment period running through November 16, 2023. The City received two comments during the comment period, which are included in the permit record.

Edward Corviello, Kitsap Transit; via Email; November 1, 2023

Comment: The comment requested that the City coordinate with Kitsap Transit on the location of the bus stops.

Response: The City will coordinate with Kitsap Transit as part of the design process of the roundabouts.

Kelli Price, Department of Ecology; via Email; November 16, 2023

Comment: The comment requested that the City consider alternative or additional mitigation for the impacts to the wetlands and conveys that Ecology understands the ultimate review and

approval of the wetland mitigation is by the federal agency and not state agency for this project.

Response: The applicant met with the Department of Ecology and prepared the response memo stamped received by the City on December 19, 2023.

FINDINGS MADE BY THE PUBLIC WORKS DIRECTOR/CITY ENGINEER

1. Counter complete application for an LDAP and SDP were submitted on May 19, 2023.
2. Revised documents were submitted on October 23, 2023.
3. The application was determined to be technically complete on October 24, 2023.
4. A Notice of Application with Optional SEPA Determination of Non-Significance was issued October 26, 2023, with a 21-day comment period that ended November 16, 2023.
5. The Notice of Application was properly noticed by mailing to surrounding property owners, publishing in the newspaper of record, and posting on the site.
6. Two comments were received in response to the Notice of Application and are included in the permit file and summarized above.
7. The City of Port Orchard has determined that the project does not require the issuance of a Capacity Reservation Certificate for water, sewer, or transportation.
8. The City of Port Orchard SEPA responsible Official issued a Determination of Non-Significance on November 27, 2023. The Determination was not appealed.
9. The application is consistent with the Comprehensive Plan, the provisions of Title 20, the Washington State Environmental Policy Act (SEPA), and the City's Design Standards. The application is consistent with the criteria of approval as identified in this report.

   Approved Documents:
   - Civil Plans, stamped received January 24, 2024
   - Storm Drainage Report, stamped received October 23, 2023
   - Mitigation Report, stamped received May 19, 2023
   - Biological Assessment, stamped received May 19, 2023

CONDITIONS OF APPROVAL

1. The decision set forth herein is based upon representations made and information submitted, including development plans and proposals, submitted to the Director. Any substantial change(s) or deviation(s) in such development plans, proposals, or conditions of approval imposed shall be subject to the approval of the Director, and may require additional permitting, public notification and comment.
2. The authorization(s) granted herein is/are subject to all applicable federal, state and local laws, regulations, and ordinances. Compliance with such laws, regulations, and ordinances are conditions precedent to the approvals granted and are continuing requirements of such approvals. By accepting this/these approvals, the applicant represents that the development and activity allowed will comply with such laws, regulations and ordinances. If, during the term of the approvals granted, the developments and activities permitted do not comply with such laws, regulations or ordinances, the applicant agrees to promptly bring such developments or activities into compliance.

3. Upon approval of the application and issuance of the land disturbing activity permit, no work shall be done that is not provided for in the permit.
4. Applicable fees shall be paid prior to permit issuance.
5. The approved permit must be picked up within sixty (60) days of notification. If the permit is not picked up within 60 days of notification, it may be canceled by the director and become null and void. If the permit is canceled, the director shall notify the applicant by mail. Permit review fees are not refundable for a permit that is canceled due to a failure to pick up.
6. The land disturbing permit application expires as specified in POMC 20.140.090(4).
7. Per POMC 20.140.090(4), an issued land disturbing activity permit shall automatically expire or be extended when the building permit expires or is extended; or, if a building permit is not issued for the same site, the LDAP shall expire if the authorized work has not begun within 180 days from the date of permit issuance, or if work is abandoned for over 60 consecutive days, unless an extension has been granted. The applicant shall be responsible for notifying the director, in writing, if delays or unforeseen circumstances are impacting the start or continuation of the work. If the authorized work is continually performed, the permit shall expire one year from the date of issuance, unless a different time frame is specified on the permit, or an extension is granted. Up to two one-year extensions may be granted by the director for a land disturbing activity permit, provided the request is in compliance with provisions found in POMC 20.140.090(5).
8. Per POMC 20.150.150, an issued stormwater drainage permit shall expire three years from the date of issuance if the permitted work has not yet commenced. If construction has begun and is continuing, the property owner or permit applicant may request an extension in writing to the director prior to expiration. Inspections performed and approved within every 360 days is evidence that work has commenced and is continuing. The director may grant a one-time extension not to exceed two additional years.
9. Engineering or Architecture: Any changes in proposed construction shall be reviewed by the engineer or architect of record and submitted in writing to the City of Port Orchard Public Works Department prior to any revised construction. All engineering and/or architectural documents are a part of the approved set of plans, shall remain attached thereto, and become a part of the public record at the City. If documents are removed, or changes are made without approval from the architect or engineer and the Public Works Department, approval and occupancy will not be granted.
10. The site plan indicates that greater than 1 acre will be disturbed during construction. This threshold requires a National Pollutant Discharge Elimination System (NPDES) permit from the State Department of Ecology. More information about this permit can be found at: http://www.ecy.wa.gov/programs/sea/pac/index.html or by calling the Assistant City Engineer at (360) 876-4991. This permit is required prior to issuance of any construction permits.
11. The contractor is responsible for providing the required temporary traffic control per the MUTCD.
12. Submittal and approval, by the Project Engineer, of the Operation and Maintenance Manual for privately maintained and/or non-standard stormwater facilities prior permit closeout.

13. Clearing limits shall be marked on-site prior to any land clearing. Clearing limits shall be the minimum necessary to construct and install all facilities. Every effort shall be made to disturb as little of the existing natural vegetation in order to retain the maximum vegetation possible. Please call the Planning Department to schedule your inspection at (360)874-5533.
14. Erosion and sedimentation control devices shall be installed in accordance with best management practices. Provide gravel construction entrance mat and other appropriate BMPs as required. Protect all exposed soils. Contact Port Orchard Permit Center to schedule an inspection by calling (360) 874-5533.
15. Cover and properly locate stockpiles.(1) Earth stockpiles should be set back at least 50 feet from downslope drainage features (e.g. channels, catch basins, detention ponds, pavement, stream banks, critical drainage areas); (2) Stockpiles should be located on the uphill side of the excavated area wherever possible so that they can act as diversions; (3) Earth stockpiles should not be placed on pavement without implementation of a procedure to prevent sediment transport; (4) Earth stockpiles should be completely covered or otherwise stabilized with an appropriate BMP on a daily basis during winter months and within 30 days during dry seasons; (5) The bottom of the stockpile should be circled with an interceptor swale and/or Filter Fabric Fence to catch sediment-laden runoff from the stockpile.
16. It is the responsibility of the Contactor to schedule all paving operation inspections for approval.
17. The required drainage facilities must be inspected and approved by the City of Port Orchard Public Works Department prior to the final inspection.
18. The engineer shall provide certification to the City that the drainage conveyance pipes and structures were installed in compliance with the accepted plans.
19. The owner/applicant shall provide certification to the City of Port Orchard that the drainage conveyance pipes and structures were cleaned prior to final site inspection.
20. Certification, by the Project Engineer, of the as-built live and dead storage volumes.
21. Submit soil compaction testing reports when complete to the City of Port Orchard Assistant Engineer.
22. LANDSCAPE INSPECTION: The contractor must schedule a landscape inspection for compliance with the approved landscape plan. This inspection must be approved prior to Final Inspection. Schedule the inspection by calling the Permit Center at (360)874-5533 or by emailing inspections@cityofportorchard.us.
23. Permanent stabilization and restoration of the project site. Final replanting may be delayed to the appropriate season, provided that temporary soil stabilization measures are in place and financial security is provided to assure the completion of work.
24. Completion, to the satisfaction of City of Port Orchard Public Works Department, of all work indicated on the plans.
25. The Contractor must keep track of any field changes which will be turned over to the engineer of record to use in preparation of the as-built drawings for the project. The owner must submit the as-built plan set drawings to the Permit Center for the City's review and

approval prior to submitting the final copies. Once approved, submit as-built plans to the Permit Center consisting of one paper copy and an electronic copy of both DWG and vector-converted PDF digital drawings.

26. SOIL AMENDMENTS: All disturbed areas proposed as landscape or lawn shall install soil amendments per Department of Ecology BMP T5.13 Post-Construction Soil Quality and Depth. Please coordinate soil amendments with Public Works inspector prior to installation.

DECISION

A Type II permit action is reviewed and considered in accordance with the procedures for such actions as set forth in Subtitle II of POMC Title 20 and applicable chapters.

The request to construct two roundabouts, as described and set forth in this report and decision, is hereby approved subject to the conditions of approval listed above.

ORDERED this 24th day of January, 2024.

Ian Smith, PE, Assistant City Engineer,
On Behalf Of,
Denis Ryan, Public Works Director

The effective date of approval for this request is Feb 7, 2024, provided no appeal is filed.

APPEAL PROCEDURES

PLEASE NOTE: This approval is subject to a 14-day appeal period per POMC Chapter 20.22.040.

APPEAL PERIOD CLOSES: February 7, 2024 at 4:00 PM.

APPEAL TO HEARING EXAMINER: Pursuant to Section 20.22.040 of the *Port Orchard Municipal Code*, a party of record may file an appeal within fourteen (14) days after the issuance of the Notice of Decision.

DISTRIBUTION

Full Decision transmitted this 24th day of January, 2024 by email and first-class mail to:

City of Port Orchard, 216 Prospect St, Port Orchard, WA 98311, kchammer@portorchardwa.gov

Full Decision transmitted to Parties of Record by either email or first class mail as noted:

Edward Coviello, Kitsap Transit, edwardc@kitsaptransit.com (email)

Kelli Price & Neil Molstad, Department of Ecology, neil.molstad@ecy.wa.gov

CONTACT INFORMATION

For additional information concerning this permit please contact:

Ian Smith, PE, Assistant City Engineer
Public Works Department
216 Prospect Street
Port Orchard, WA 98366
360-876-4991

APPENDIX A. INADVERTENT DISCOVERY PLAN FOR CULTURAL RESOURCES AND HUMAN REMAINS

The project has been defined as a Federal undertaking and must comply with Section 106 of the National Historic Preservation Act (NHPA). The Washington State Department of Transportation (WSDOT) is the lead agency for Section 106 compliance and consultation.

This plan has been prepared to outline procedures for dealing with inadvertent discoveries of archaeological resources and/or human remains during project construction. It is intended to comply with applicable laws and regulations, describe the procedures Skillings and City of Port Orchard (City) are to follow in the event of inadvertent archaeological discoveries, and provide direction and guidance to project personnel should an inadvertent discovery occur when no archaeologists are on the construction site.

Skillings and the City will ensure that the provisions of this plan are carried out. During construction activities, Skillings' project manager or the project's construction manager will have overall authority to initiate action for archaeological resource or human remains discoveries and will be responsible for assuring communication of any such events to the appropriate authorities as outlined below.

Procedures for Inadvertent Discoveries of Archaeological Resources

If any member of the construction team believes that they have found an archaeological resource, all work at and adjacent to the discovery will stop. A Secretary of Interior (SOI)–qualified archaeologist may be contacted to verify the nature of the find. The construction supervisor will take appropriate steps to protect the discovery site. A buffer area large enough to protect the find from damage 15 m (50 feet) will be established around the discovery site. Work may continue in other portions of the work site.

An archaeological resource discovery could consist of, for example:

- an area of charcoal or charcoal-stained soil;
- an area of layered shell (midden) deposits;
- an arrowhead, stone tool, or stone chips;
- a cluster of bones or burned rocks in association with stone tools or chips;
- a cluster of tin cans, ceramic or porcelain ware, or bottles older than 50 years; or
- evidence of a sawn-wood structure or structure foundations older than 50 years.

Once the discovery has been confirmed to be an archaeological resource, Skillings will be responsible for notifying the WSDOT. As the lead agency, the WSDOT will carry out consultation with the Washington Department of Archaeology and Historic Preservation (DAHP) and the interested Tribes as appropriate. An archaeologist may be contracted to assure adequate documentation of the find, including photographs of the discovery. Collection of artifacts will be coordinated by the WSDOT with the DAHP, and the Tribes.

If human skeletal remains are encountered, the procedure described below will be followed.

Inadvertent Discovery Plan for Human Remains

Any human remains that are discovered during the construction of the project are to be treated with dignity and respect. If human remains are discovered during ground-disturbing activities, construction should be immediately stopped. All construction activity must be halted in a buffer area surrounding the remains that are sufficiently large enough to prevent any further disturbance. The WSDOT should

be notified. A professional archaeologist may also be consulted to confirm the identity of the find. Alternatively, if there is a question as to whether the bones are human or animal, the DAHP physical anthropologist, Guy Tasa ([360] 586-3534), is available to make a determination.

If the find is determined to be human skeletal material, it **must** be reported to the Kitsap County medical examiner **and** local law enforcement (contact numbers below). The medical examiner will assume custody over the human remains and determine if they are archaeological or forensic. If they are determined to be archaeological, the medical examiner will report that finding to the WSDOT. The WSDOT, acting in its role as lead agency, will inform DAHP and determine the custody of those remains. The DAHP physical anthropologist will be called upon to determine if the remains are Native American. The WSDOT will carry out consultation with any affected Tribes and descendants for the final reburial and disposition of the remains.

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