



Invitation to Bid

for

Culvert Replacement, Bridge and Riparian Construction Sandpiper East Apartments, Kelsey Creek Bellevue WA

Project #: JE2400308

Issued: December 10, 2024

Due: January 23, 2025 2:00pm

Owner: King County Housing Authority
600 Andover Park W.
Seattle, Washington 98188

Project Designer: KPFF Consulting Engineers
1601 Fifth Avenue, Suite 1600
Seattle, WA 98101

SECTION I

INVITATION TO BID

INVITATION TO BID
Culvert Replacement, Bridge and Riparian Construction
Sandpiper East Apartments, Kelsey Creek Bellevue WA
Bids Due by 2:00pm, January 23, 2025

PROJECT DESCRIPTION: This project is the construction of a replacement roadway bridge crossing over Kelsey Creek at the Sandpiper East Apartments. In addition to the bridge and utility replacement there is an associated riparian habitat restoration.

Notice is hereby given that sealed bids will be received for the above referenced project by the **King County Housing Authority (KCHA)** located at **600 Andover Park W, Tukwila, WA 98188 until 2:00PM on January 23, 2025.**

A Pre-bid Conference has been scheduled at the north bridge crossing at the Sandpiper East apartments at 1312 139th Ave NE Bellevue, WA 98005 at **10:00 am December 19, 2024 at 10 AM.** Prospective Bidders are strongly encouraged to attend.

All bid proposals shall be accompanied by a bid proposal deposit in the form of a cashier's check, certified check, or surety bond made payable to the King County Housing Authority, for a sum not less than five percent (5%) of the amount of such bid. 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 deposit/bond shall be forfeited to the KCHA. **NO BID SHALL BE CONSIDERED UNLESS ACCOMPANIED BY SUCH BID PROPOSAL DEPOSIT.**

PREVAILING WAGE RATES:

Prospective bidders must comply with Washington State Prevailing Wage Requirements for King County. Please refer to Labor and Industries website for prevailing wage rates. The KCHA reserves the right to reject any and all bids or waive any irregularities or informalities in the bidding and make the award as deemed to be in the best interest of the KCHA.

No bidder may withdraw their bid within sixty (60) days after the actual date of the opening.

The bid proposal, specifications and plans (bid package) can be obtained through download from KCHA website at KCHA.ORG. KCHA will not mail or provide hard copies of the bid package. Addendums will be posted on the KCHA.ORG web site up to 24 hours prior to the bid opening. It is the responsibility of the bidder to check for addendums.

Issued at KCHA, Washington, this 10th day of December, 2024.

Publication: December 10, 2024 – Daily Journal of Commerce, Northwest Asian Weekly, Seattle Medium

This Project Manual contains the bid requirements, contract forms and conditions of the contract, General Conditions, Specifications, selected reference information, details and Drawings (included by reference) as follows:

- I. INVITATION TO BID**
 - A. Invitation to Bid
- II. PROJECT MILESTONES**
- III. INSTRUCTIONS TO BIDDERS**
 - A. Instructions to Bidders and General Terms and Conditions
- IV. BID PROPOSAL AND FORMS (YELLOW)**
 - A. Bid Proposal Checklist
 - B. Bid Form
 - C. Bidder's Experience Record
 - D. Contractor Certification
 - E. Statement of Bidder's Qualifications
 - F. Non Collusive Affidavit
 - G. Bid Security – Cashier's Check, Certified Check, or Proposal Bond
 - H. Certification Regarding Debarment and Suspension Compliance
 - I. Certification of Compliance with Wage Payment Statutes
- V. CONTRACT & GENERAL CONDITIONS**
 - A. Standard Form of Agreement between Owner and Contractor, AIA Document A101 as modified for this Project
 - B. General Conditions of the Contract for Construction, AIA Document A201 as modified for this Project including Attachment A Insurance.
- VI. FORMS TO SUBMIT WITH CONTRACT**
 - A. Payment and Performance Bond Form
 - B. Certificate as to Corporate Principal
 - C. Instructions/Endorsement to Bidders Completing, Executing, and Submitting Evidence of Insurance
 - D. Bidder Insurance Requirements
- VII. MISCELLANEOUS I**
- VIII. SPECIFICATIONS**
 - Division 1 - General Requirements**
 - 01110 Statement of Work
 - 01230 Bid Item Descriptions
 - 01255 Requests for Interpretation
 - 01256 Integration with WSDOT Standard Specifications
 - 01260 Contract Modification Procedures
 - 01412 Permits, Easements, ROW, Inspection Responsibilities
 - 01510 Temporary Utility Services
 - 01550 Use of Construction Site and Restoration
 - 01552 Temporary Traffic Control
 - 01563 Tree Protection
 - 01564 Protection of Property

01565	Site Safety and Security
01570	Temporary Environmental Controls
01712	Construction Survey
01770	Project Close-out
01783	Project Record Documents

Division 2 – Site Work

00927	Large Woody Material
01035	Channel Excavation and Construction
02100	Clearing and Grubbing
02220	Demolition
02300	Earthwork
02370	Erosion and Sedimentation Control
02510	Water Distribution Systems
02511	Cement Concrete Curb, Curb and Gutter, and Sidewalks
02630	Storm Drainage System
02743	Asphalt Concrete Paving
02765	Pavement Marking
02830	Chain Link Fences and Gates
03075	Temporary Stream Bypass
03076	Fish Exclusion and Removal

Division 3 – Concrete

03300	Cast-In-Place Concrete
03410	Precast Structural Concrete

Division 6 – Metals

05520	Metal Railings
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Division 32 – Exterior Improvements

06550	Seeding and Planting
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Division 33 – Utilities

16105	Franchise Site Work
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IX. APPENDICES

- A. Geotechnical Report and Information**
- B. Easement Exhibits**
- C. Grant Funding**
- D. Environmental Reports**
- E. Permits**

END OF TABLE OF CONTENTS

SECTION II

PROJECT MILESTONES

**Culvert Replacement, Bridge and Riparian Construction
Sandpiper East Apartments, Kelsey Creek, Bellevue, WA**

PROJECT MILESTONES

Bid Issuance Date	December 10, 2024
Pre-bid Conference (On-site)	December 19, 2024 at 10:00am
Last Question	January 16, 2025 at 5:00pm
Bid Due Date and Time	January 23, 2025 at 2:00 pm
Contract start date	<i>March 10, 2025</i>
Limited Notice to Proceed (<i>limited activities, submittals</i>)	<i>March 10, 2025</i>
<i>Key submittals: girder shops, temporary shoring, bypass plan, dewatering plan</i>	
Notice to Proceed (<i>full construction activities outside OHW</i>)	<i>May 15, 2025</i>
Water Main Shut Down Not Before	July 7, 2025
In-Water Work Window	July 15 – Sept 16, 2025
Stream Bypass in place	July 16, 2025
Stream Bypass Removed By	Sept 16, 2025
Substantial Completion (Bridge open)	Sept 30, 2025
Physical Completion	<i>October 31, 2025</i>
Final Completion/Closeout	<i>April 30, 2026</i>

Note to Contractor:

Dates in **bold** are mandated by the Contract. Dates in *italics* are estimated milestone dates, provided to Contractor as an aid in planning and scheduling only. These estimated dates may change. Such changes, if any, shall not be an automatic reason to extend the date of Final Completion. The Contractor shall make reasonable adjustments in its schedule to accommodate any such date changes, in order to accomplish the Final Completion.

SECTION III

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1.1 DESCRIPTION

- A. This project is the construction of a replacement roadway bridge crossing over Kelsey Creek at the Sandpiper East Apartments in Bellevue WA. In addition to the bridge and utility replacement there is associated stream and riparian habitat restoration.
- B. Related Sections:
 - 1. Section V – Contract and General Conditions

1.2 PROJECT DRAWINGS AND DOCUMENTS

- A. The Culvert Replacement, Bridge and Riparian Construction Sandpiper East Apartments, Kelsey Creek Bellevue WA Project Drawings and Documents are comprised of the following:
 - a. Contract Documents Package including Appendices
 - b. Culvert Replacement, Bridge and Riparian Construction Sandpiper East Apartments, Kelsey Creek Bellevue WA Project Drawings Bid Set dated 11-2024.
 - c. City of Bellevue Water Improvement Plans, UE Permit No. 22113466 DC are included in the aforementioned Bid Set.
- B. The areas of Work shown on the Contract Documents are to clarify the project Scope of Work for the Contractor and represent anticipated Work Limits. The actual Work Limits may need to be adjusted in the field to accommodate the Work and the Contractor shall be prepared to modify the limits as needed to complete Project improvements per the Contract Documents.

2. ADDENDA

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

3. AWARD OF CONTRACT

A contract will not be awarded, if at all, until the KCHA is satisfied that the successful bidder is familiar with this type of work and has the necessary capital and tools to satisfactorily complete the project. The competency and responsibility of bidders as evidenced by the information accompanying the bids, including without limitation the Statement of Bidder's Qualifications, which will be subject to verification, will be considered in making the award. Posting of the Notice of Award to the successful bidder by the KCHA shall constitute delivery to the successful bidder for the purpose of this section.

**Culvert Replacement, Bridge and Riparian Construction
Sandpiper East Apartments, Kelsey Creek, Bellevue WA**

INSTRUCTIONS TO BIDDERS

The KCHA expressly reserves the right to reject any or all Bids, and the right to waive any informalities or irregularities in any Bid or in any Bidding and to further Award the project to the lowest, responsive, responsible Bidder whose Bid complies with all of the prescribed formalities, as it best serves the interest of the KCHA. After the date and hour set for the opening of Bids, no Bidder may withdraw its Bid unless the Award of the Contract is delayed for a period exceeding sixty (60) calendar days following Bid opening. All Bidders agree to be bound by their Bids until the expiration of this stated time period.

4. BID PRICE

The bid price shall include a lump sum of everything necessary to perform and complete the Contract, including, but not limited to, all applicable taxes, furnishing all materials, equipment, tools, transportation, supplies, plant, and other facilities, and all management, superintendent's labor and service, except as may be provided otherwise in the contract documents. Refer to Standard Specification Section 01230 Bid Item Descriptions for additional information.

5. BID PROPOSAL

Proposals are to be submitted only on the forms provided with these Contract Provisions. Substitutions will not be accepted. The Bid Proposal shall contain an acknowledgement of receipt of all addenda (the numbers of which shall be filled in on the Bid Proposal). The address to which communications regarding the Bid are to be directed must be shown. No oral, electronic, telephonic, facsimile, or telegraphic bids or modifications will be accepted.

6. BID PROTEST

Per [RCW 39.04.105](#), if the KCHA receives a written protest from a bidder for a public works project which is the subject of competitive bids, the KCHA shall not execute a contract for the project with anyone other than the protesting bidder without first providing at least two full business days' written notice of the KCHA's intent to execute a contract for the project; provided that the protesting bidder submits notice in writing of its protest no later than two full business days following bid opening. Intermediate Saturdays, Sundays, and legal holidays are not counted.

Any protest submittal shall be delivered to:

King County Housing Authority
Greenbridge Department
Attn: John Eliason
600 Andover Park W
Tukwila, WA 98188

The words "Bid Protest" along with project number, JE2400308 and title shall be written prominently and clearly displayed on any outer cover containing the protest notice as well as the notice itself. The following minimum information must be included in the written protest notice: 1) the name, address, phone number (including area code) and email address of the protesting bidder; 2) the protesting bidder contact person's name, telephone number (including area code) and email address; and 3) a statement(s) describing the nature of the protest along with supporting documentation; 4) the KCHA project number and title.

7. BONDING AND INSURANCE

Contract award will be contingent on full payment/performance bond or equivalent, and contractor's ability to meet the Owner's insurance requirements as detailed in the Bid Documents.

8. INTERPRETATION OF CONTRACT DOCUMENTS

No oral interpretations will be made to any bidder as to the meaning of the bid or Contract Documents; any oral communication is not binding upon the KCHA. Requests for an interpretation or questions must be directed via email to Brianna Navaro at brianna.navaro@kpff.com. Questions via phone or in person will not be accepted or a response given. Bidders shall submit questions no later than end of business per date specified in the Project Milestones. Any interpretation deemed necessary by the KCHA will be in the form of an addendum to the Bid documents.

Addendums will be posted on KCHA.ORG. No notification of addendums will be issued from KCHA and it is the responsibility of the Bidder to check the KCHA website up to 24 hours prior to the designated bid opening date. All such addenda shall become part of the bid specifications. Where an addendum delivered to the KCHA after the deadline and where a response from the KCHA cannot be obtained prior to the bid opening, it is understood that the Bidder has made provisions for a more costly method before submitting the bid. Where conflicts or omissions occur in Plans, Specifications, or other related Contract Documents, Bidders shall assume the more stringent requirements and verify with the KCHA before beginning work.

9. LOW RESPONSIBLE BIDDER

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

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

10. PREVAILING WAGES

It is a requirement of the contract that each and every Contractor and Subcontractor of every tier file a Statement of Intent to Pay Prevailing Wages and an Affidavit of Wages Paid per A101-2017 Standard Form of Agreement Between Owner and Contractor Article 8.7.1 State Prevailing Wage.

11. SIGNATURE

Each bid must be signed in longhand by the Bidder with the Bidder's usual signature. Bids by partnerships must be executed in the partnership name by an authorized partner. Bids by corporations must be executed in the corporate name by the President or a Vice President (or other corporate officer accompanied by evidence of authority to sign). Bids by limited liability companies

**Culvert Replacement, Bridge and Riparian Construction
Sandpiper East Apartments, Kelsey Creek, Bellevue WA**

INSTRUCTIONS TO BIDDERS

must be executed in the company name, state the name of all members, and be signed by a managing member whose title must appear under the signature. The official address of the individual, corporation, partnership or limited liability company must be shown below the signature.

Note: Any correction to a bid made by interlineation, alteration or erasure shall be initialed by the person signing the bid.

STANDARD SPECIFICATIONS

Bidding shall be in strict accordance with these Specifications and Appendices.

12. SUBCONTRACTOR

For contracts that are expected to cost one million dollars or more, the bidder shall submit as part of the bid proposal the names of the Subcontractors with whom the bidder, if awarded the contract, will subcontract. 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. Sub-Contractor List Section VII Miscellaneous Forms.

13. SUBMISSION OF BIDS

To receive consideration, bids must be submitted prior to the bid due date and time, in a sealed envelope, clearly marked with company name, address, telephone number, project number, title of bid, and bid due date and time to:

King County Housing Authority
Greenbridge Division
Attn: John Eliason
600 Andover Park W
Tukwila, WA 98188

All submitted bids must be date and time stamped by the KCHA. Bidders are solely responsible for delivery of their Bid Proposal package and any revisions and shall also assume the risk for the method of delivery chosen. The KCHA assumes no responsibility for delayed delivery. No oral, telephonic, email or facsimile bids or modifications will be accepted. Any bid or modification of a bid received at the KCHA after the scheduled time and date for the bid closing, regardless of cause, will not be accepted or considered. Postmarked bids received after the bid opening date and time will not be accepted.

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

There will be a public bid opening at 2:30pm on January 23rd, 2025, the location to be determined.

14. SUBSTITUTIONS

Any requests for substitutions will only be allowed if they are in strict accordance with Request for Substitution Section VI Miscellaneous Forms, and **must be received by the Construction Manager at least seven (7) Days prior to the date of bid opening**. Mail or email to: Brianna Navarro, 600 Andover Park W Tukwila, WA 98188 / (brianna.navarro@kpff.com). Any accepted substitution requests will only be communicated through Addendum(s).

15. TAXES

Taxes for the work are subject to the provisions of WAC 458-20-17001. The Contractor and Subcontractors of every tier are responsible for paying business and occupation tax; retail tax on purchase and/or lease of materials, tools and consumables; and, use taxes; as detailed in this section of the WAC. The Washington State Department of Revenue has issued special rules on the State sales tax. Bidders shall include the costs for such taxes in the various unit and lump sum prices in the Bid Proposal; no separate payment will be made. The Owner will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

16. WITHDRAWING OF BID

IN CASE OF BID ERROR: In the event Bidder discovers an error in its bid, the Bidder may, under certain conditions and if before the date and time that bids are due, modify, their bid, as detailed below:

A. Prior to Date and Time Bids are Due:

1. A Bidder may withdraw its bid at any time prior to the date and time bids are due upon written request.
2. After withdrawing an original submitted bid, a Bidder may modify and resubmit its bid at any time prior to the date and time bids are due.

B. After the Date and Time Bids are Due:

1. A bidder who submits an erroneous low bid may withdraw the bid. The bid withdrawal is permissible if there was an obvious error in the low bid, and the mistake is readily apparent from the bid itself.
2. Notification: Provide to the Owner, within two (2) Business Days of bid opening, written notification of the bidder's intent to withdraw the bid due to error. Send to: **King County Housing Authority, Attn: John Eliason, Greenbridge Department, 600 Andover Park West, Tukwila, WA 98188; email to [john@kcha.org](mailto:tojohn@kcha.org)**.
3. Documentation: Provide within two (2) Business Days of bid opening, documentation sufficient in content to justify bid withdrawal to the satisfaction of the Owner. Include description and evidence of the error.
4. Approval: The Owner will approve or reject the request for withdrawal in writing.
5. Any low bidder who withdraws its bid is prohibited from bidding on the same project if it is subsequently re-solicited.

END OF INSTRUCTIONS TO BIDDERS

SECTION IV

BID PROPOSAL AND FORMS

BID PROPOSAL CHECKLIST

In order to be considered as **Responsive Bids**, all bidders **must** submit the following Signed Documents (each single sided) no later than the Bid Due Date and Time. Failure to submit all of the following items filled out in its entirety will result in the bid being non-responsive.

- Bid Form
 - Form filled out with non-erasable ink
 - All items and schedules have been bid
 - Signed
 - Acknowledgement of Addendums
- Bidder's Experience Record
- Contractor Certification
- Statement of Bidder's Qualifications
- Non-Collusive Affidavit
- Bid Security – Cashier's Check, Certified Check, or Proposal Bond
- Certification Regarding Debarment and Suspension Compliance
- Certification of Compliance with Wage Payment Statutes

Bidding Contractor's Company Name _____

BID FORM

**Bid To: KING COUNTY HOUSING AUTHORITY
600 Andover Park W
Tukwila, WA 98188**

Bidders must provide a cost for each bid item (even if the amount is \$0.00), for the bid to be considered responsive. Where conflict occurs between bid item values entered and the total base price amount written, the bid item price(s) shall prevail, and totals corrected to conform thereto. Throughout the Contract Documents, described is the work of the various bid items.

BASE BID:

The Bidder agrees to accept as full payment for the Work, as specified in the Contract Documents, and based upon the undersigned's own estimate of quantities and costs, the following stipulated sums. See Specification Section 01230 for more detail:

<u>Culvert Replacement, Bridge and Riparian Construction Sandpiper East Apartments, Kelsey Creek, Bellevue WA</u>	
A. <u>Lump Sum Demolition & Site Prep</u>	\$ _____
B. <u>Lump Sum Dewatering:</u>	\$ _____
C. <u>Lump Sum Temporary Stream Diversion:</u>	\$ _____
D. <u>Lump Sum Temporary Shoring:</u>	\$ _____
E. <u>Lump Sum Bridge Foundations and Walls</u>	\$ _____
F. <u>Extra Excavation Class A Including Haul and Replacement Material, per CY (assume 50 CY for basis of Bid)</u>	50 CY x _____ / CY = _____
G. <u>Lump Sum Bridge Superstructure</u>	\$ _____
H. <u>Lump Sum Drainage Water Quality System Complete:</u>	\$ _____
I. <u>Lump Sum Site Improvements and Utilities:</u>	\$ _____
J. <u>Lump Sum Stream Restoration and Plantings:</u>	\$ _____

<u>TOTAL BASE BID PRICE (lump sum):</u> Sum of the ten (10) Bid(s) above	\$ _____
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Additive bid work:

<u>Culvert Replacement, Bridge and Riparian Construction Sandpiper East Apartments, Kelsey Creek, Bellevue WA</u>	
K. <u>Stream Overlook Shed Roof Structure</u>	\$ _____
L. <u>Decorative Concrete Sidewalk Band</u>	\$ _____

<u>TOTAL ADDITIVE BID PRICE (lump sum):</u> Sum of the two (2) Bid(s) above	\$ _____
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COMPLETE BID: Bidder shall include all costs of doing the work shown, described, and intended by the Contract Documents, within lump sum bid prices in the Proposal.

LOW BIDDER DETERMINATION: Determination of low bidder will be on the basis of the Total Base Bid Price. The Owner reserves the right to accept any, all, or no Additive items at time of Award, or at any time thereafter.

BID RETENTION: The undersigned further agrees to hold said bid valid for a period of (60) SIXTY CALENDAR DAYS from date of Bid Opening.

ADDENDUM RECEIPT: Receipt of the following Addenda acknowledged:

Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

Bidding Contractor's Company Name _____

NOTIFICATION: If bid is accepted, the undersigned will, within seven (7) days after award of contract, execute and return the signed Contract and all other forms and certifications as listed in Section VI Miscellaneous Forms.

The undersigned, hereinafter bidder, declares that the only persons or parties interested in this proposal are those named herein; that this proposal is in all respects fair and without fraud; that it is made without collusion with any official of the King County Housing Authority (KCHA); and that the proposal is made without any connection or collusion with any other person making another proposal of this contract.

Bidder declares that the contract documents have been carefully examined for the provision of the project and has personally visited the sites and is satisfied as to the quantities of work involved, including materials, equipment and conditions of work involved. The bidder acknowledges the fact that the description of the quantities of work and materials as included herein, is brief and intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the contract documents. Bidder declares that this proposal is made according to the provisions and under the terms of the contract documents, which documents are hereby made a part of this proposal.

The bidder declares personal judgment was exercised regarding the interpretations of the specifications and has utilized all pertinent data in arriving at a conclusion.

The bidder agrees if this proposal is accepted, within fourteen (14) calendar days after notification of acceptance, to execute the contract with KCHA in the form of the contract included in the contract documents, and will, prior to the time of execution of the contract, deliver to the KCHA all Certificates of Insurance required therein, and will, to the extent of his or her proposals, furnish all machinery, tools, apparatus, and other means of construction, and do the work in the manner, in the time, and according to the methods specified in the contract documents as required by KCHA.

NAME OF FIRM: _____

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

ADDRESS: _____ PHONE: _____

CITY/STATE/ZIP: _____ FAX: _____

E-MAIL ADDRESS TO WHICH NOTIFICATIONS MAY BE SENT: _____

STATE OF WASHINGTON CONTRACTORS LICENSE NO. _____

STATE OF WASHINGTON UBI NO. _____

FEDERAL TAX I.D. NO. _____ DUNS # _____

EMPLOYMENT SEC ACCT NO. _____ STATE EXCISE TAX REG # _____

PUBLIC WORKS TRAINING (RCW39.04.350):

- Exempt
- Not Exempt – Signed compliance statement in accordance with RCW9A.72.085 is provided

If a Corporation, name State of Incorporation. If a Partnership, provide full names and addresses of all parties below:

END OF BID FORM

Bidding Contractor's Company Name _____

BIDDER'S EXPERIENCE RECORD

KCHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, KCHA will consider the following matters:

Attach additional sheets as necessary to fully provide the information required.

Name of Bidder: _____

Address of Bidder: _____

_____ *City* _____ *State* _____ *Zip Code*

Contractor's License No. _____ Contractor's State Tax No. _____

Bond Registration No. _____ Dept. of L&I
Worker's Comp. Acct. No. _____

L&I Public Works Training Yes No

Bidder is a(n): Individual Partnership Joint Venture Incorporated in the state of _____

List business names used by Bidder during the past 5 years if different than above:

Bidder has been in business continuously from _____
_____ *Year*

Bank Reference _____
_____ *Bank* _____ *Account Officer* _____ *Officer's Phone No.*

No. of regular full-time employees: _____

Number of projects in the past 5 years completed: ___ ahead of schedule ___ on schedule
___ behind schedule

Bidder has had experience in work comparable to that required for this Project:

As a prime contractor for _____ years.

As a subcontractor for _____ years.

List the supervisory personnel to be employed by the Bidder and available for, and intended to, work on this project (Project Manager, Principal Foreperson, Superintendents, and Engineers):

<u>Name</u>	<u>Title</u>	<u>How Long With Bidder</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Bidding Contractor's Company Name _____

List all those publicly-funded projects, of similar nature and size, completed by Bidder within the past 5 years. **Include a reference for each.** If necessary, attach a separate sheet(s), using these columns, in this order:

<u>Project Name</u>	<u>Year Completed</u>	<u>Total Contract Amount</u>	<u>If Sub, your Contract Amount</u>	<u>Owner/Reference Name and Phone</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

If any of the projects listed above were not complete within their originally scheduled period, explain why:

List all projects undertaken in the last 5 years which have resulted in partial or final settlement of the Contract by arbitration, or litigation in the courts:

<u>Name of Client and Project</u>	<u>Contract Amount</u>	<u>Total Claims Arbitrated or Litigated</u>	<u>Amount of Settlement of Claims</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Has Bidder, or any representative or partner thereof, ever failed to complete a contract?

No Yes If yes, give details: _____

Has Bidder ever had any Payment/Performance Bonds called as a result of its work?

No Yes If yes, please state:

<u>Project Name</u>	<u>Contracting Party</u>	<u>Bond Amount</u>
_____	_____	_____
_____	_____	_____

Bidders list the following bonding information:

<u>Name of Bonding Company</u>	<u>Address</u>	<u>Phone No.</u>	<u>Contact</u>	<u>Bonding Capacity</u>
_____	_____	_____	_____	_____

Bidding Contractor's Company Name _____

Has Bidder ever been found guilty of violating any State or Federal employment laws?

No Yes If yes, give details: _____

Has Bidder ever filed for protection under any provision of the federal bankruptcy laws or state insolvency laws?

No Yes If yes, give details: _____

Has any adverse legal judgment related to construction been rendered against Bidder in the past 5 years? No

Yes If yes, give details: _____

Has Bidder or any of its employees filed any claims with Washington State Worker's Compensation or other insurance company for accidents resulting in fatal injury or dismemberment in the past 5 years?

No Yes If yes, please state:

<u>Date</u>	<u>Type of Injury</u>	<u>Agency Receiving Claim</u>
_____	_____	_____
_____	_____	_____

Bidders Experience Modification Rate (EMR): 2019 to date _____; 2018 _____; 2017 _____.
(If Bidder is self-insured, attach proof of EMR stated, showing complete worksheet calculations)

Bidder describe briefly their substance abuse program:

Describe all violation citations issued against bidder in the last 5 years under OSHA, WSHA or other applicable workplace safety programs:

<u>Subject of Violation</u>	<u>Date of Inspection/Incident</u>	<u>Closed, or Pending</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ADDITIONAL INFORMATION

Before a bid is considered for award, the bidder may be requested by KCHA to submit a statement or other documentation regarding any of the Basic Qualifications listed above. Failure by the bidder to provide such additional information shall render the bidder non-responsive and non-responsible, and ineligible for award.

The undersigned warrants **under penalty of perjury** that the foregoing information is complete, true, and accurate to the best of his/her knowledge. The undersigned authorizes the King County Housing Authority to verify all information contained herein. (If this information is not complete and accurate, the bid may be considered non-responsive.)

Signature of Bidder _____

Title: _____ Date: _____

Bidding Contractor's Company Name _____

CONTRACTOR CERTIFICATION

PROJECT NAME: _____

NAME OF COMPANY: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: (____) _____ FAX: (____) _____

FEDERAL TAX I.D. No.: _____ WA STATE U.B.I. No.: _____

OWNERS OF COMPANY (Must list **all** owners, list additional owners on reverse side if necessary):

Name of Owner	Name of Owner
_____	_____
_____	_____
_____	_____

Under penalties of perjury, I/We hereby certify that: **(circle appropriate responses)**

1. I/We have a complete copy of the Bid Documents (Project Manual, Drawings, and Addenda, if any) (if applicable) for this project as supplied by the King County Housing Authority.
2. I/We have no contractual or other disabilities that would prevent us from meeting the various requirements contained in the Bid Documents to the greatest extent feasible and with good faith efforts to attempt to meet the attached goals.
3. I/We certify that we do not and will not maintain, nor permit our employees to work in a location where segregated facilities are maintained, except for separate or single-user toilet and changing facilities, if necessary, to assure privacy between the sexes.
4. I/We certify that we have/have not participated in an Equal Employment Opportunity Plan in the past that required filing reports with the Government; and that if we have, we have/have not filed all reports due. If we have not, we will file same within the next five (5) Days.
5. I/We certify that the number shown on this form is my/our correct taxpayer identification number (or I/we am/are waiting for a number to be issued to me/us), **and**
6. I/We further certify that I/we are not subject to backup withholding because; **(a)** I/we are exempt from backup withholding, or **(b)** I/we have not been notified by the Internal Revenue Service that I/we are subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me/us that I/we are no longer subject to backup withholding.

(NOTE: You must cross out item # 6, if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.)

7. _____, who is _____
Name Title

of our firm has been designated as the responsible official to be sure required reports are submitted, and record keeping complies with all the applicable regulations.

Signature Name (Please Print)

Title (Please Print) Date

Bidding Contractor's Company Name _____

STATEMENT OF BIDDER'S QUALIFICATIONS

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

Name of Firm: _____
Number of Years Doing Business Under Present Name: _____
State of Washington DOL Contractor's Registration Number: _____
State of Washington UBI Number: _____
State of Washington Department of Employment Security Number: _____
Washington State Excise Tax Registration Number: _____
Federal Tax ID Number: _____

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

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

- Project name and owner
- Project completion date, final contract amount and working days
- Owner contract name and phone number
- Project description
- Role as prime or subcontractor
- Federally funded project - yes or no

References must be submitted to the KCHA by the apparent two low bidders within 24 hours of announcement of the bid results.

1. **Delinquent Sales Taxes.** Are you delinquent on your taxes with the Department of Revenue?
 Yes No
If yes, a written payment plan will be required according to Special Provision 1.02.14.
2. **Federal Debarment.** Are you listed on as having an "active exclusion" on the U.S. Government's System for Award Management data base (<https://www.sam.gov/>)?
 Yes No
3. **Subcontractor Responsibility.** Do you have responsibility criteria for each subcontractor as required per RCW 39.06.020?
 Yes No
If yes, include a copy of your standard subcontract form according to Special Provision 1.02.14.
4. **Prevailing Wages.** Do you have determinations by the WA Labor and Industries that prevailing wages were not paid within the last five years?
 Yes No
If yes, list the dates of these determinations: _____.

Bidding Contractor's Company Name _____

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

Yes No

If yes, a report of such claims will be required according to Special Provision 1.02.14.

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

Yes No

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

Yes No

If yes, a report describing the circumstances of such termination or default will be required according to Special Provision 1.02.14.

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

Yes No

If yes, a report containing an explanation of the circumstances surrounding each such lawsuit will be required according to Special Provision 1.02.14.

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

Signature: _____

Title: _____

Date: _____

Print Name: _____

END STATEMENT OF BIDDER'S QUALIFICATIONS

Bidding Contractor's Company Name _____

BID SECURITY

Bid Deposit: The undersigned Principal hereby deposits a Bid Deposit with the King County Housing Authority in the form of a cash deposit, certified or cashier's check, or postal money order in the amount of _____ dollars (\$_____).

-- OR --

Bid Bond: The undersigned, _____ (Principal), and _____ (Surety), are held and firmly bound unto the King County Housing Authority (Owner) in the penal sum of _____ dollars (\$_____), which for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally. The liability of Surety under this Bid Bond shall be limited to the penal sum of this Bid Bond.

Conditions:

The Bid Deposit or Bid Bond shall be an amount not less than five percent (5%) of the total bid, including any Alternates, Additives, and Owner-Directed Work, if any, including sales tax, if any, and is submitted by Principal to Owner in connection with a Proposal according to the terms of the Proposal and Bid Documents for:

Culvert Replacement, Bridge and Riparian Construction
Sandpiper East Apartments, Kelsey Creek, Bellevue WA

Now therefore,

- a. If Principal requests, in writing, to withdraw its Bid, prior to Bid Opening, or
- b. If the Proposal is rejected by Owner, or
- c. If the Proposal is accepted by Owner and Principal duly makes and enters into an Agreement with Owner in accordance with the terms of the Proposal and furnishes a bond for the faithful performance of said Project and for the payment of all persons performing labor or furnishing materials in connection therewith, with Surety or Sureties approved by Owner,

then this Bid Security shall be released; otherwise it shall remain in full force and effect and Principal shall forfeit the Bid Deposit or Surety shall immediately pay and forfeit to Owner the amount of the Bid Bond, as penalty and liquidated damages.

The obligations of Surety and its Bid Bond shall be in no way impaired or affected by any extension of time within which Owner may accept bids; and Surety does hereby waive notice of any such extension.

Signed and dated this _____ day of _____, 20_____.

PRINCIPAL

Surety

Signature of Authorized Official

Signature of Authorized Official

Printed name

Printed name

Title

Title

The above is Attorney in Fact Yes___ No___
(If yes, Attach Power of Attorney)

Power of Attorney of person signing for Surety Company must be attached to this bond form.
Surety companies executing bonds must appear on the current Authorized Insurance List in the State of Washington.

Bidding Contractor's Company Name _____

**CERTIFICATION REGARDING
DEBARMENT AND SUSPENSION COMPLIANCE**

The Bidder, _____, (insert name of company) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Signature of Authorized Official

Title of Authorized Official

Subscribed and sworn to before me this ___ day of _____, 20__

Notary Public

In and for the State of _____

Residing in _____

My commission expires _____, 20__

EXHIBIT B
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
(print name) (print title)

of the corporation named as Principal in the foregoing bond; that _____,
(print name)

who signed the said bond on behalf of the Principal, was then _____
(print title)

of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was fully signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

(signature)

(print name)

(date)

Affix Corporate seal, if applicable

**EXHIBIT C
INSURANCE REQUIREMENTS**

INSTRUCTIONS / ENDORSEMENT TO BIDDERS
COMPLETING, EXECUTING, AND SUBMITTING EVIDENCE OF INSURANCE

Refer to A201 General Conditions Attachment A for Insurance Requirements

SECTION V

CONTRACT AND GENERAL CONDITIONS

DRAFT AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of « » in the year « 2024 »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

« KING COUNTY HOUSING AUTHORITY » « »
« 600 Andover Park West »
« Tukwila, Washington 98188 »
« »

and the Contractor:
(Name, legal status, address and other information)

« CONTRACTOR'S NAME » « »
« Address »
« City, State Zip »
« »

for the following Project:
(Name, location and detailed description)

« Culvert Replacement, Bridge and Riparian Construction » « »
« Sandpiper East Apartments, Kelsey Creek »
« Bellevue, Washington »
« Project #: JE2400308 »

The Engineer:
(Name, legal status, address and other information)

« KPFF CONSULTING ENGINEERS » « »
« 1601 5th Avenue, Suite 1600 »
« Seattle, Washington 98101 »
« »

« CONSTRUCITON MANAGER » « »
« KPFF CONSULTING ENGINEERS » « »
« 1601 5th Avenue, Suite 1300 »
« Seattle, Washington 98101 »
« »

The Owner and Contractor agree as follows.

In consideration of the mutual covenants and agreements herein contained, the Contractor agrees to furnish all labor, material, tools, equipment, and other items necessary to perform and complete all work described in the contract documents.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

ATTACHMENT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- [« »] The date of this Agreement.
- [« X »] A date set forth in a Limited **Notice to Proceed** issued by the Owner.
- [« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)
- [« »]

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

~~[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.~~

[**X** »] By the following date: « »

~~**§ 3.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:~~

~~**§ 3.3.3** If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.~~

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
NA	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
NA		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
NA	

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
NA		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

« None »

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« NA »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the ~~Architect~~ Construction Manager by the Contractor and Certificates for Payment issued by the ~~Architect~~ Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, ~~or as follows:~~

« NA »

§ 5.1.3 Provided that an Application for Payment is received by the ~~Architect~~ Construction Manager not later than the « 25th » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « 25th » day of the « following » month. If an Application for Payment is received by the ~~Architect~~ Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « » (« 30 ») days after the ~~Architect~~ Construction Manager receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the ~~Architect~~ Owner may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of ~~Construction Change Directives~~ Change Order that the ~~Architect~~ Owner determines, in the ~~Architect's~~ Owner's professional judgment, to be reasonably justified.
- .4 Balance to finish
- .5 Amount due the Contractor in the current pay period

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the ~~Architect~~ Owner has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the ~~Architect~~ Owner may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 The General Contractor shall submit Application for Payment on a form, provided by the Owner. By submitting an Application for Payment, the Contractor certifies, agrees and warrants to the Owner as follows:

- .1 The Contractor has made full payment to all laborers, subcontractors and suppliers of material and equipment whose charges were included in any prior Application for Payment, subject only to (a) retainage at the contract rate, and (b) the matters set forth below or on an attachment hereto.

- .2 The Contractor knows of no one making a claim for payment other than those included in the current Application for Payment, who will be paid when the current Application for Payment is paid by the Owner, except as noted below or on an attachment hereto.
- .3 In consideration of payments made by the Owner, the Contractor hereby waives and releases any and all claims and demands against Owner and the Project for all periods up to and including the period covered by this Application for Payment, subject only to (a) receipt of payment of the current Application, (b) applicable retainage, and (c) the matters set forth below or on an attachment hereto.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« **Five Percent 5%** » **No interest will be paid on this amount.**

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« NA »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« NA »

§ 5.1.7.3 ~~Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as f~~

There shall also be no early release of retainage by the Owner to the Contractor. The Owner must obtain all releases in relation to Contractor Compliance from the Washington State Department of Revenue, the Washington State Department of Labor and Industries, and the Washington State Department of Employment Security prior to any release of retention by the Owner to the Contractor. As well as the following requirements by the Owner:

- .1 Consent of Surety, as applicable
- .2 Contractor's Affidavit of Release of Liens.
- .3 Contractor's Affidavit of Payment of Debts and Claims (included in Section VI, Miscellaneous Forms).
- .4 Final Affidavit of Amounts Paid to Subcontractors (included in Section VI, Miscellaneous Forms).
- .5 If required, other data establishing payment or satisfaction of all such obligations such as permits, receipts, releases, and waivers of liens arising out of the Contract to the extent and in a format required by the Owner, or AHJ.
- .6 Notarized Contractor's Certificate and Release Form (included in Section VI, Miscellaneous Forms).
- .7 All claims filed against the retainage must have been resolved. If some claims are still outstanding, partial retainage may be paid at the discretion of the Owner.

(Insert any other conditions for release of retainage upon Substantial Completion.)

« »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the ~~Architect~~ **Owner**.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s ~~Owner’s~~ final Certificate for Payment, ~~or as follows:~~

« »

§ 5.3 Interest

~~Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~

~~(Insert rate of interest agreed upon, if any.)~~

« » % « »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

~~The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.) Any claim between the Owner and Contractor shall be resolved in accordance with the provisions set forth in Article 15 of AIA Document A201–2017.~~

« »

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[] Litigation in a court of competent jurisdiction

[] Other *(Specify)*

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 ~~If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:~~

~~(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)~~

<< >>

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

« John Eliason, Vice President Development

King County Housing Authority
600 Andover Park West
Seattle, Washington 98188

« Brianna Navarro »

KPFF CONSULTING ENGINEERS

1601 5TH Avenue, Suite 1600
Seattle, WA 98101

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

«President»

« Address »

« City, State, Zip »

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, ~~Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.~~ **per (Attachment A Insurance Requirements)**

§ 8.5.2 The Contractor shall provide **Payment and Performance** bonds as set forth in AIA Document A101™–2017 ~~A201™–2017 General Conditions of the Contract Article 11.6 Exhibit A, and elsewhere in the Contract Documents.~~ **and submit Payment and Performance Bond & Certificate as to Corporate Principal (Section VI Miscellaneous Forms) within five (5) days after award of bid.**

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

<< >>

§ 8.7 Other provisions:

§ 8.7.1 State Prevailing Wage Certified Payroll

The Contractor shall comply with requirements and regulations of the Washington State Prevailing Wages.

- .1 **The Prevailing Wage Rate Schedule for this project is:
Washington State Department of Labor and Industries Prevailing Wage Rates Effective the Bid date**

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 ~~AIA Document A101™-2017, Exhibit A, Insurance and Bonds~~
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 ~~AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)~~

« »

- .5 Drawings

Number	Title	Date

- .6 Specifications

Section	Title	Date	Pages

- .7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

The Sustainability Plan:

Supplementary and other Conditions of the Contract:

Attachment A Insurance Requirements (Attached)

- .9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

 « »

(Printed name and title)

CONTRACTOR *(Signature)*

 « »

(Printed name and title)



DRAFT AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

« Culvert Replacement, Bridge and Riparian Construction »
« Sandpiper East Apartments, Kelsey Creek »
« Bellevue, Washington »
« Project #: JE2011808 »

THE OWNER:

(Name, legal status and address)

« KING COUNTY HOUSING AUTHORITY »« »
« 600 Andover Park West »
« Tukwila, Washington 98188 »

THE CONTRACTOR:

(Name, legal status and address)

CONTRACTOR'S NAME

Address
City, State Zip

THE ARCHITECT and/or THE ENGINEER:

(Name, legal status and address)

« KPFF CONSULTING ENGINEERS »« »
« 1601 5th Avenue, Suite 1600 »
« Seattle, Washington 98101 »

« CONSTRUCTION MANAGER »« »
« KPFF CONSULTING ENGINEERS »« »
« 1601 5th Avenue, Suite 1300 »
« Seattle, Washington 98101 »

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 **ARCHITECT ENGINEER**
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES
- 16 **AUDITS AND INSPECTIONS**



INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

Access to Work

3.16, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,

10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,

3.12.10.1, 4.2.7, 9.3.2, 13.4.1

Arbitration

8.3.1, 15.3.2, **15.4**

ENGINEER

4

Engineer, Definition of

4.1.1

Engineer, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,

9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,

13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Engineer, Limitations of Authority and

Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2,

4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4,

9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2

Engineer's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Engineer's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Engineer's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Owner's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Engineer's Copyright

1.1.7, 1.5

Owner's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,

7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,

13.4.2, 15.2

Engineer's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Owner's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Engineer's Interpretations

4.2.11, 4.2.12

Owner's Project Representative

4.2.10

Engineer's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,

3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,

3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,

9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Engineer's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Owner's Representations

9.4.2, 9.5.1, 9.10.1

Owner's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,

15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7,

9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval
13.4.4
Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3,
7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1,
9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1,
11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3,
11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3,
6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1,
9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1,
9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2,
13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3,
15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4

Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2,
15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY
SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3,
7.3, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR
SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating
to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4,
9.1, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2,
12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5,
7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1,
8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2,
14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, **6.1.2**
Contractor's Construction and Submittal
Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2
Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6,
10.2, 10.3, 11.3, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1

Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the **Engineer**
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7

Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the **Owner**
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4
Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's

2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law

13.1

Guarantees (See Warranty)

Hazardous Materials and Substances

10.2.4, **10.3**

Identification of Subcontractors and Suppliers

5.2.1

Indemnification

3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,

9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,

14.1.1.4, 14.1.4, 15.1.4

Initial Decision

15.2

Initial Decision Maker, Definition of

1.1.8

Initial Decision Maker, Decisions

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property

10.2.8, 10.4

Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,

9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders

1.1.1

Instructions to the Contractor

3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of

1.1.7

Insurance

6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5,

11

Insurance, Notice of Cancellation or Expiration

11.1.4, 11.2.3

Insurance, Contractor's Liability

11.1

Insurance, Effective Date of

8.2.2, 14.4.2

Insurance, Owner's Liability

11.2

Insurance, Property

10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials

9.3.2

INSURANCE AND BONDS

11

Insurance Companies, Consent to Partial Occupancy

9.9.1

Insured loss, Adjustment and Settlement of

11.5

Intent of the Contract Documents

1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest

13.5

Interpretation

1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written

4.2.11, 4.2.12

Judgment on Final Award

15.4.2

Labor and Materials, Equipment

1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,

10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes

8.3.1

Laws and Regulations

1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,

9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,

15.4

Liens

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of

12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability

3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,

4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,

11.3, 12.2.5, 13.3.1

Limitations of Time

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,

5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,

9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,

15.1.2, 15.1.3, 15.1.5

Materials, Hazardous

10.2.4, **10.3**

Materials, Labor, Equipment and

1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,

10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and

Procedures of Construction

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation

8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1,

15.4.1.1

Minor Changes in the Work

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7,

10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4,
12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4,
3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4,
8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1,
13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5,
15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5,
15.1.6, 15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections
13.4.1, 13.4.2

Observations, Contractor's
3.2, 3.7.4

Occupancy

2.3.1, 9.6.6, 9.8

Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2,
14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements
2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5,
9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1,
13.4.2, 14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2,
4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1,
7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2,
10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4,
15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work
2.5, 14.2.2

Owner's Right to Clean Up
6.3

**Owner's Right to Perform Construction and to
Award Separate Contracts**

6.1

Owner's Right to Stop the Work
2.4

Owner's Right to Suspend the Work
14.3

Owner's Right to Terminate the Contract
14.2, 14.4

Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12,
5.3

Partial Occupancy or Use

9.6.6, **9.9**

Patching, Cutting and
3.14, 6.2.5

Patents
3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1,
14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1,
9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Payments, Progress

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Permits, Fees, Notices and Compliance with Laws

2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, **3.12**, 4.2.7

Progress and Completion

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Project, Definition of

1.1.4

Project Representatives

4.2.10

Property Insurance

10.2.5, **11.2**

Proposal Requirements

1.1.1

PROTECTION OF PERSONS AND PROPERTY 10

Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,
10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8,
15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
**Review of Contract Documents and Field
Conditions by Contractor**
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and
Engineer
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and
Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,
12.2.4, 13.3, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, 3.12, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, 3.12, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1

Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, **Owner's**
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4,
9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3,
9.8, 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, 11.3
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3,
12.2, 15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of **Engineer**
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4,
7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6,
9.10.5, 14.2.1

Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2,
15.2.7

Surety, Consent of
9.8.5, 9.10.2, 9.10.3

Surveys
1.1.7, 2.3.4

Suspension by the Owner for Convenience **14.3**

Suspension of the Work
3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract
5.4.1.1, 14

Taxes
3.6, 3.8.2.1, 7.3.4.4

Termination by the Contractor
14.1, 15.1.7

Termination by the Owner for Cause
5.4.1.1, **14.2**, 15.1.7

Termination by the Owner for Convenience
14.4

Termination of the **Engineer**
2.3.3

Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT

14

Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**

TIME

8

Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7,
10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,
5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14,
15.1.2, 15.1.3, 15.4

Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work
9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK **12**

Uncovering of Work
12.1

Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3

Unit Prices
7.3.3.2, 9.1.2

Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

Use of Site
3.13, 6.1.1, 6.2.1

Values, Schedule of
9.2, 9.3.1

Waiver of Claims by the
13.3.2

Waiver of Claims by the Contractor
9.10.5, 13.3.2, **15.1.7**

Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**

Waiver of Consequential Damages
14.2.4, 15.1.7

Waiver of Liens
9.3, 9.10.2, 9.10.4

Waivers of Subrogation
6.1.1, **11.3**

Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2,
15.1.2

Weather Delays
8.3, 15.1.6.2

Work, Definition of
1.1.3

Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,
13.2, 13.3.2, 15.4.4.2

Written Interpretations
4.2.11, 4.2.12

Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, **12.2**, **13.4.2**, 14.3.1

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a ~~Construction Change~~, or (4) a written order for a minor change in the Work issued by the ~~Architect~~ **Construction Manager**. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the ~~Architect~~ **Engineer** or the ~~Architect's~~ **Owner's** consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the ~~Architect-Engineer~~ or the ~~Architect's~~ **Owner's** consultants, or (4) between any persons or entities other than the Owner and the Contractor. The ~~Architect-Engineer~~ shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the ~~Architect's~~ **Engineer's** duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, **exhibits**, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the ~~Architect-Engineer~~ and the ~~Architect's~~ **Owner's** consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 Knowledge

The terms "knowledge," "recognize," and "discover," their respective derivations, and similar terms in the Contract Documents, as used in reference to the Contractor, shall be interpreted to mean that which the Contractor knows (or should know), recognizes (or should recognize), and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor familiar with the

Project and exercising the care, skill, and diligence required of the Contractor by the Contract Documents.

§ 1.1.10 Engineer/Designer or Construction Manager

Wherever the term “Engineer” is used in these General Conditions, and elsewhere in the Contract Documents, it shall be taken to refer to the Project’s Designer. The Designer for this project is the entity listed as “The Engineer” on page 1 of AIA A101 Standard Form of Agreement between Owner and Contractor. **Wherever the term “Construction Manager” is used in these General Conditions, and elsewhere in the Contract Documents, it shall be taken to refer to the Project’s construction manager. The construction manager for this project is listed on page 1 of AIA A101 Standard Form of Agreement between Owner and Contractor.**

§ 1.1.11 Owner’s Consultant

Owner’s Consultants are specialty consultants which may be retained by Owner to perform certain testing and analysis tasks that are the responsibility of the Owner, under the direction of the Owner.

§ 1.1.12 Or Equal

Wherever the term “or equal” or “or equivalent” is used in these General Conditions, and elsewhere in the Contract Documents, it shall mean a manufactured article, material, method, or work, which in the sole opinion of Designer or Construction Manager, is equally desirable or suitable for the purposes intended in the Contract Documents, as compared with the specified article. When only a specified article is required, under a brand name, the phrase “or equivalent approved by Owner” shall be assumed to be added to the requirement.

§ 1.1.13 Agencies Having Jurisdiction

Agencies Having Jurisdiction, or AHJ, when used in the Contract Documents, means any agency or public or private utility having jurisdiction of the particular improvement to be put in place. The Contractor shall comply with the requirements of the Contract Documents, with referenced standards in the Contract Documents, and with the requirements of the AHJ. This includes coordinating inspections and sign-offs with the AHJ.

§ 1.1.14 Days

Days as used in these Contract Documents will be understood to mean calendar days unless otherwise stated. If a day is specified as a “Business Day,” it will be understood to mean any day other than Saturday, Sunday, or a legal local, state, or Federal holiday.

§ 1.1.15 Approve

Where the word “approve” or “approval” is used anywhere in these Contract Documents, to signify action by Owner, Designer, or Owner’s Consultants, such “approval” it shall signify only that the Contractor is released to order or construct or whatever is applicable, the pertinent item of work; in no way shall it release Contractor from fulfilling all the requirements of the Contract, from providing Work to the quality expected, and obtaining approvals from Agencies Having Jurisdiction.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect **Owner** and the Architect's **Owner's** consultants shall be deemed the owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect **Engineer's** consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner and Architect **Engineer**.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

If the parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data **intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.**

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™ 2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative **Construction Manager** who shall have express authority to represent the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, ~~the Architect does not have such authority.~~ The term “Owner” means the Owner or the Owner's authorized representative **Construction Manager**.

§ 2.2 This project is funded by grant sources from King County Flood Control and King County WaterWorks sources. Refer to the project manual appendix for the grant contracts for this project. The contractor is responsible for any and all requirements included in the grant contracts to comply.

~~The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.~~

~~§ 2.2.2~~ Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

~~§ 2.2.3~~ After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

~~§ 2.2.4~~ Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

~~§ 2.3.1~~ Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

~~§ 2.3.2~~ The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

~~§ 2.3.3~~ If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

~~§ 2.3.4~~ The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

~~§ 2.3.5~~ The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ~~ten-day~~ **fifteen-day** period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the ~~Architect~~ **Owner** and the ~~Architect~~ **Owner** may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the ~~Architect's~~ **Engineer's** additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the ~~Architect~~ **Construction Manager**, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15. **In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.**

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the ~~Architect~~ **Owner** in the ~~Architect's~~ **Owner's** administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the ~~Architect~~ **Owner** pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the ~~Architect~~ **Owner** any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the ~~Architect~~ **Owner** may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the ~~Architect~~ **Owner** any nonconformity discovered by or made known to the Contractor as a request for information in such form as the ~~Architect~~ **Owner** may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the ~~Architect~~ **Construction Manager** issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or ~~Architect~~ for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities **unless the Contractor recognized such error, inconsistency, omission or difference, and knowingly failed to report it to the Owner.**

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and **Construction Manager**, and shall propose alternative means, methods, techniques, sequences, or procedures. The ~~Architect~~ **Construction Manager** shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the ~~Architect~~ **Engineer** objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the ~~Architect~~ **Construction Manager** in accordance with Section 3.12.8 or ~~ordered by the Architect in accordance with Section 7.4~~, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the ~~Architect~~ **Construction Manager** and in accordance with a Change Order.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 **The warranty period shall be a minimum of one (1) year from the date of Substantial Completion." Refer to Section 01770 Project Close Out.** ~~The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be~~

considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits and pay permits other than those acquired and paid by the Owners. The Contractor shall secure and pay for fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Construction Manager and the Architect before conditions are disturbed and in no event later than 14 days ~~3-three~~ days after first observance of the conditions. The Architect Construction Manager will promptly investigate such conditions and, if the Architect Construction Manager determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect Owner determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect Owner shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect Owner's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features.

§ 3.8 Allowances

No allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- ~~1 — allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;~~
- ~~2 — Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and~~
- ~~3 — whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.~~

~~§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.~~

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect Owner may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect Owner to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall be a critical path method (CPM) schedule and contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.1.1 Contractor shall identify holidays within the schedule and notify owner if scheduling work on holidays. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's Construction Manager's approval. The Architect's Owner's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect Construction Manager reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect. Any materials purchased, and/or work begun before such signoff shall be at Contractor's sole risk and expense.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner,

and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work .

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect-Engineer is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect Construction Manager is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect Construction Manager without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect-Construction Manager Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect Owner or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect-Construction Manager.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's Engineer's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect Engineer of such deviation at the time of submittal and (1) the Architect Owner has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive-Field Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's Engineer's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect Construction Manager on previous submittals. In the absence of such notice, the Architect's-Owner's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect **Construction Manager**. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and **Construction Manager** Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect **Construction Manager** will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect **Construction Manager** at the time and in the form specified by the Architect **Owner**.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. See **Specification Section 01550 Use of Construction Site and construction easement**.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, **Construction Manager** and Architect **Engineer** with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect **Engineer**. However, if an

infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect-Owner.

§ 3.18 Indemnification

~~§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18. Refer to full indemnification statement see Attachment A Insurance Requirements.~~

~~§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.~~

§ 3.19 Meetings and Coordination

§ 3.19.1 The Contractor is required to coordinate, schedule, and participate in preconstruction meetings with all Agencies Having Jurisdiction, including but not limited to Muckleshoot Indian Tribe, Corps of Engineers, Washington State Department of Fisheries, City of Bellevue Utilities, Puget Sound Energy, Comcast, Century Link and other franchise utilities. The Contractor shall give advance notice of such meetings to Owner, and invite them to the meetings.

§ 3.19.2 The Owner will conduct the Preconstruction Conference with the Contractor no later than five (5) business days after execution of Contract. The purpose of the meeting is to establish lines of authority and communication, and identify duties and responsibilities of the parties.

§ 3.19.3 Regular weekly progress meetings shall be on a schedule mutually decided on at the Preconstruction Conference. The Construction Manager will conduct the meetings, and will compile meeting notes to be furnished to all participants. The purpose of these meetings is to discuss schedule, submittals, changes in the Work, ensure a full understanding of current project status and progress, updates/discussion on safety precautions and quality control actions, current & upcoming activities, traffic control, coordination with utility companies, and other contract requirements.

§ 3.19.4 A project close out meeting will be held at the midpoint of the Project, and shall be shown on the Contractor's Schedule. The purpose of this meeting is to present a proposed Closeout Schedule to a level of detail depicting testing, punch activities, completion of documentation and Record Documents, and all related activities for the final 20% of the overall schedule.

ARTICLE 4 ARCHITECT-ENGINEER

§ 4.1 General

§ 4.1.1 The Architect-Engineer is the person or entity retained by the Owner pursuant to Article 1 Section 2.3.2

1.1.10 Architect/Engineer and identified as such in the Agreement. Architect/Engineer to be used interchangeably.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect-Engineer as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect Construction Manager will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect-Owner issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The **Architect Engineer** will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the **Architect Engineer** will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The **Architect Engineer** will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. **The Owner will provide a representative Construction Manager at the site to monitor work performed by the Contractor. The Construction Manager has full authority to interact with the Contractor and to provide written directives, corrections, of work, and stop work orders as deemed necessary for non-conforming work. The Construction Manager will also monitor the Contractor's schedule and will provide reports related to progress, delays, or other conditions that may affect the work schedules.**

§ 4.2.3 On the basis of the site visits, the **Architect Construction Manager** will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The **Architect Construction Manager** will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The **Architect Construction Manager** will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the **Architect Engineer** in all communications that relate to or affect the **Architect's Engineer's** services or professional responsibilities. The Owner shall promptly notify the **Architect Engineer** of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the **Architect's Engineer's** consultants shall be through the **Architect Engineer**. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the **Architect's** Construction Manager evaluations of the Contractor's Applications for Payment, the **Architect Owner** will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The **Architect Owner** has authority to reject Work that does not conform to the Contract Documents. Whenever the **Architect Engineer** considers it necessary or advisable, the **Architect Engineer** will have authority **advise the Owner** to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the **Architect Engineer** nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the **Architect Engineer** to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The **Construction Manager and/or Architect Engineer** will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The **Construction Manager's and/or Architect's Engineer's** action will be taken in accordance with the submittal schedule approved by the **Architect Construction Manager** or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the **Architect's Construction Manager's** professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The **Construction Manager's and/or Architect's Engineer's** review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The **Construction Manager and/or Architect's Engineer** shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The **Construction Manager's and/or**

Architect's **Engineer's** approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect **Construction Manager** will prepare Change Orders and ~~Construction Change Directives-Field Directives~~, and may order authorize minor changes in the Work as provided in Section 7.4. The **Construction Manager and/or Architect Engineer** will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect **Construction Manager** will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect **Engineer** agree, the Architect **Engineer** will provide one or more Project representatives to assist in carrying out the Architect **Engineer's** responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect **Engineer** will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's **Engineer's** response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect **Engineer** will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect **Engineer** will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's **Owner's** decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect **Engineer** will review and respond to requests for information about the Contract Documents **through communications with the Construction Manager**. The Architect's **Engineer's** response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect **Engineer** will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect **Construction Manager** of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect **Owner** may notify the Contractor whether ~~the Owner or the Architect~~ (1) **there is** reasonable objection to any such proposed person or entity or (2) **there** requires additional time for review. Failure of the Architect **Construction Manager** to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect Construction Manager has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect Construction Manager has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect Construction Manager has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect Construction Manager. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect Construction Manager under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar

to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term “Contractor” in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner’s own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner’s own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor’s construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor’s Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the ~~Architect~~ **Owner** of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor’s Work. Failure of the Contractor to notify the ~~Architect~~ **Owner** of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner’s or Separate Contractor’s completed or partially completed construction is fit and proper to receive the Contractor’s Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor’s delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor’s delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.2.6 The Contractor is obligated to comply with Washington State Prevailing Wage regulations, and shall inform all Subcontractors of this mandatory requirement. Strict compliance of the provisions of certified payrolls and monitoring of that compliance is a direct responsibility of the Contractor for each Subcontractor.

§ 6.3 Owner’s Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the ~~Architect~~ **Construction Manager** will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, ~~Construction Change Directive~~ **Field Directive** or order for a minor change in the Work,

subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents **Specifications Section 01260 Contract Modification Procedures**.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner and Contractor, and Architect. A Construction Change Directive Field Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect Owner alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive Field Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 Refer to **Specifications Section 01260 Contract Modification Procedures**.

A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect **Construction Manager** may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's **Construction Manager's** order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect **Owner** and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's **Construction Manager's** order for a minor change without prior notice to the Architect **Owner** that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect **Owner** in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, ~~commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.~~ **commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be**

furnished by the Contractor to the Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or ~~Architect~~ **Construction Manager**, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the ~~Architect~~ **Owner** determines, justify delay, then the Contract Time shall be extended for such reasonable time as the ~~Architect~~ **Owner** may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. **The basis of the contract sum shall include compliance with Washington State Prevailing Wages.**

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

~~Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the~~ **The Contractor shall submit a detailed schedule of values to the ~~Architect~~ Construction Manager within fourteen (14) days after award of contract, before the first Application for Payment allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the ~~Architect~~ Construction Manager. The schedule of values should be detailed enough for each lump sum item to enable the Construction Manager to determine the work performed on a monthly basis. This schedule, unless objected to by the ~~Architect~~ Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the ~~Architect~~ Construction Manager and supported by such data to substantiate its accuracy as the Engineer may require, and unless objected to by the ~~Architect~~ Owner, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.**

§ 9.3 Applications for Payment

§ 9.3.1 At least ~~ten~~ **fourteen** days before the date established for each progress payment, the Contractor shall submit to the ~~Architect~~ **Owner** an itemized Application for Payment prepared in accordance with the schedule of values, ~~if required under Section 9.2, for completed portions of the Work. The final approved application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment. that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.~~ **The Owner requires two complete original Application Packages shall include the following:**

- .1 Application for Payment on the electronic form provided by the Owner. (See Section VI Miscellaneous Forms)**
- .2 Affidavit Certifying Payment to All Subcontractors. (See Section VI Miscellaneous Forms)**

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by ~~Construction Change Directives~~ **Change Orders**, ~~or by interim determinations of the Architect, but not yet included in Change Orders.~~

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. ~~Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.~~ **If requesting payment for purchased and stored/stockpiled products the following must be in accordance with the following:**

- .1 Identify item as shown on application
- .2 Describe specific material
- .3 Provide copies of invoices showing payment in full
- .4 Provide photos of stored material
- .5 Provide proof of insurance for stored materials at that location

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The ~~Architect~~ **Construction Manager** will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the ~~Architect~~ **Owner** determines is properly due, and notify the Contractor of the ~~Architect's~~ **Owner's** reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the ~~Architect's~~ **Owner's** reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the ~~Architect~~ to the Construction Manager, based on the ~~Architect's~~ **Construction Manager's** evaluation of the Work and the data in the Application for Payment, that, to the best of the ~~Architect's~~ **Construction Manager's** knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the ~~Architect~~ **Owner**. However, the issuance of a Certificate for Payment will not be a representation that the ~~Architect~~ **Owner** has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The ~~Architect~~ **Owner** may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the ~~Architect's~~ **Owner's** opinion the representations to the ~~Owner~~ required by Section 9.4.2 cannot be made. If the ~~Architect~~ **Owner** is unable to certify payment in the amount of the Application, the ~~Architect~~ **Owner** will notify the Contractor and ~~Owner~~ as provided in Section 9.4.1. If the Contractor and ~~Architect~~ **Owner** cannot agree on a revised amount, the ~~Architect~~ **Owner** will promptly issue a Certificate for Payment for the amount for which the ~~Architect~~ **Owner** is able to make such representations to the ~~Owner~~. The ~~Architect~~ **Owner** may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the

Architect's **Owner's** opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- .8 Contractor or subcontractor intents have not been filed prior to first application for payment submittal.**

§ 9.5.2 When either party disputes the Architect's **Owner's** decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect **Owner** withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor and shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect **Owner** has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents. ~~and shall so notify the Architect~~

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect-**Owner** will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. ~~Neither the~~ **The Owner nor Architect shall not** have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both,

under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the ~~Architect~~ **Owner** does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the ~~Architect~~ **Owner** or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and ~~Architect~~, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall ~~prepare and submit to the Architect~~ and the **Owner shall prepare** a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the ~~Work or designated portion thereof is substantially complete, the Architect~~ **inspection list is provided to the Contractor, the Owner** will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the ~~Owner and Contractor~~ for their written acceptance of responsibilities assigned to them in the Certificate. ~~Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.~~

§ 9.9 Partial Occupancy or Use - Physical Completion

§ 9.9.1 ~~The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have~~

accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect. **Physical Completion Date is the day all of the work is physically completed on the project. All documentation required by the Contract and required by law do not necessarily need to be furnished by the Contractor by this date. The Contractor shall perform final cleanup as provided in this section to the Owner's satisfaction. The Owner will not establish the physical completion date until this is done. Remove all rubbish, surplus materials, discarded materials, false work, camp buildings, temporary structures, equipment, and debris.**

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. **When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Owner to schedule a final inspection. The Owner and the Contractor will then make a final inspection and the Owner 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 are complete. This process will continue until the Owner is satisfied that the listed deficiencies have been corrected. If action to correct the listed deficiencies is not initiated by the Contractor within seven (7) days after receipt of deficiencies, the Owner may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies at no expense to the Owner.**

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection, ~~and acceptance and upon receipt of a final Application for Payment, the Architect~~ **Owner** will promptly make such inspection. **Upon correction and final acceptance of all Physical Completion deficiencies as complete, the Owner will notify the Contractor in writing of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the Work.** When the ~~Architect~~ **Owner** finds the Work acceptable under the Contract Documents and the Contract fully performed, the ~~Architect~~ **Owner** will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. **notify the Contractor that to the best of the Owner's knowledge, information and belief, and on the basis of the Owner's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Application for Payment is due and payable. The Contractor shall fill in application form as specified for progress payments for presenting a final accounting statement, and as specified in Specification Section 01770 – Project Close Out. The Owner's acceptance will constitute a further representation that conditions listed in AIA 201 General Conditions Article 9.9.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.**

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the ~~Architect~~ **Owner** (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may

be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, ~~and the Architect so confirms,~~ the Owner shall, upon application by the Contractor and certification by the ~~Architect~~ **Owner**, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the ~~Architect~~ **Owner** prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.10.6 In addition to requirements stated elsewhere in the Contract Documents, the following must precede or coincide with the submittal of the final payment application:

- .1 Complete the Project Closeout requirements.
- .2 Transmit required project Record Documents to the Owner.
- .3 Remove temporary facilities, services, surplus materials, rubbish and similar elements, as applicable.
- .4 Change-over all access provisions such as gate and door locks, as applicable.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has there is reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect's, Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents **Attachment A Insurance Requirements**. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. ~~The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.~~ **Proof of insurance is required to be submitted to the Owner within five (5) days after award of bid.**

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the

failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Engineer and Engineer's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Engineer, Engineer's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Engineer for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Engineer and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Engineer and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object,

the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

§ 11.6 Payment and Performance Bond

§ 11.6.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents within (5) five days after award of bid.

§ 11.6.2 The Contractor shall provide a 100% Payment and Performance Bond to Owner (5) five days after award of bid. Submit Form to the Owner per Payment and Performance Bond & Certificate as to Corporate Principal (Section VI Miscellaneous Forms to Submit with the Contract.).

§ 11.6.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligation under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Construction Manager Architect, be uncovered for the Architect's Owner's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect-Owner has not specifically requested to examine prior to its being covered, the Architect-Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect-Owner or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's Owner's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Engineer

timely notice of when and where tests and inspections are to be made so that the Engineer may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Engineer, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, ~~the Architect will, upon written authorization from the Owner~~ will instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the ~~Architect~~ Owner of when and where tests and inspections are to be made so that the ~~Architect~~ Owner may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Engineer's or Consultant's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the ~~Architect~~ Owner.

§ 13.4.5 If the ~~Architect~~ Owner is to observe tests, inspections, or approvals required by the Contract Documents, the ~~Architect~~ Owner will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.6 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the ~~Architect~~ Owner has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect Owner that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Engineer's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;

- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. ~~This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.~~

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. ~~and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker.~~ Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. ~~In such event, no decision by the Initial Decision Maker is required.~~

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. ~~The Architect~~ **Owner** will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction. **There is no cost allowance for adverse weather or inspection delays in the Contract. If adverse weather conditions or inspection delays outside the control of the Contractor are the basis for a claim for additional time and/or associated financial compensation, such Claim shall be documented by data substantiating that weather conditions or inspection delays had an adverse effect on the scheduled construction. Only time delays will be awarded for documented weather delays.**

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The ~~Architect~~ **Construction Manager** will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Engineer, if the Engineer is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

§ 16 AUDITS AND INSPECTIONS

The records and documents with respect to all matters covered by this Contract shall be subject at all times to inspection, review or audit by the Owner or any other government agency so authorized by law during the performance of this Contract. The Owner shall have the right to an annual audit of the Contractor's financial statement and condition.

- .1 The Contractor shall maintain accounts and records in accordance with State Auditor's procedures, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Contract and other such records as may be deemed necessary by the Owner to ensure proper accounting for all funds contributed by the Owner to the performance of this Contract and compliance with this Contract.
- .2 The Owner shall maintain these records for a period of six (6) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14

INSURANCE INSTRUCTIONS

INSTRUCTIONS / ENDORSEMENT TO BIDDERS COMPLETING, EXECUTING, AND SUBMITTING EVIDENCE OF INSURANCE

- A. INSURED CONTRACTOR:
1. In order to reduce problems and time delays in providing evidence of insurance to the King County Housing Authority (KCHA), you are requested to provide your insurance agent or broker with a copy of *the Insurance Requirements Sheet along with the Instructions/Endorsement Form(s) for Completing, Executing, and Submitting Evidence of Insurance.*
 2. If the agreement requires Workers' Compensation coverage and you have been authorized by the State to self-insure, a copy of the State certificate authorizing self-insurance for Workers' Compensation shall meet the requirements for covered activities within the State.
 3. All questions relating to insurance should be directed to the department or office responsible for your contract, lease, permit, or other agreement.
- B. INSURANCE AGENT OR BROKER:
1. The appropriate Endorsement Form shall:
 - a. Name KCHA as Additional Insured.
 - b. State that the Contractor's Insurance Is Primary.
 - c. State that KCHA's insurance Is non-contributory In claims settlement funding
 - d. Name City of Bellevue, Puget Sound Energy, and Comcast as Additional Insureds.

PLEASE NOTE: KCHA WILL NOT ACCEPT Certificates of Insurance alone.

2. More than one insurance policy may be required to comply with the insurance requirements. Endorsement forms appropriate to your insured's agreement, contract, lease or permit are included. In each instance, KCHA shall be named as an additional insured on the appropriate endorsement forms.
3. You shall have an authorized representative of the insurance company forward to KCHA the completed endorsement forms with their phone number noted at the bottom of the page.
4. The name of the insurance company underwriting the coverage and its address shall be noted on the endorsement form.
5. The "general description of agreement(s) and/or activity(s) insured" shall include reference to the activity and/or to the specific KCHA:
 - a. Project or Site Name
 - b. Contract Number
 - c. Permit Number
6. The Coverage and limits for each type of insurance are specified on the insurance requirements sheet. When coverage is on a scheduled basis, a separate sheet is to be attached to the endorsement listing with scheduled locations, vehicles, etc. so covered.
7. Endorsements to excess policies will be required when primary insurance is insufficient in complying with KCHA's requirements.
8. If there is insufficient space on the form to note pertinent information, such as inclusions, exclusions or specific provisions, etc., a separate sheet may be attached.

9. When additional sheets are attached, change the number of pages at the bottom of the form to so indicate.
10. Completed endorsement(s) including cancellation notices and questions relating to the required insurance are to be directed to:

KING COUNTY HOUSING AUTHORITY
Greenbridge Department
ATTN: Marianne Everett
600 ANDOVER PARK WEST
TUKWILA, WA 98188

11. Improperly completed endorsements will be returned to your insured for correction by an authorized representative of the insurance company.
 12. For extensions or renewals on insurance policies which have KCHA Endorsement Form(s) attached, KCHA will accept a copy of the endorsement to extend the period of coverage as evidence of continued coverage.
- C. MINIMUM LIMITS:
1. REFER TO "Insurance Requirements" attached.

END OF INSURANCE INSTRUCTIONS

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR BUILDING TRADE CONTRACTORS

The awarded contractor shall comply as follows:

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

THE KING COUNTY HOUSING AUTHORITY (KCHA) SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE APPROPRIATE ENDORSEMENT FORMS.

MINIMUM SCOPE OF INSURANCE:

Coverage shall be at least as broad as:

1. Commercial General Liability coverage including Products / Completed Operations.
2. Automobile Liability covering any Owned, Leased, Hired and Non-owned vehicles.
3. Workers' Compensation insurance as required by State law and Employers Liability coverage.
4. Builders Risk/Course of Construction insurance covering all risks of loss for all projects in excess of \$250,000.)
5. Professional Liability / Errors and Omission.

MINIMUM LIMITS OF INSURANCE:

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence, \$2,000,000 aggregate, including \$1,000,000 Products / Completed Operations for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with an aggregate limit is used, either the aggregate limit shall apply separately to this project / location or the aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per incident for bodily injury / property damage.
3. Employer's Liability / Washington Stop Gap: \$1,000,000 per accident for bodily injury, illness, or disease.
4. Builder Risk / Course of Construction: Completed value of the project.
5. Professional Liability / Errors and Omissions: \$1,000,000 per claim; \$2,000,000 aggregate.

DEDUCTIBLES AND SELF-INSURED RETENTIONS:

Any deductibles or self-insured retentions must be declared to and approved by KCHA. At the option of the KCHA, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to KCHA, its successors and assigns, director, officers, officials, employees, agents, partners and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the KCHA guaranteeing payment of losses and related investigations, claim administration and defense expenses. **NOTE: If this contract deals with hazardous materials (i.e. lead-based paint, asbestos, etc.) additional provisions covering those exposures must be included in order to protect KCHA's interests.**

OTHER INSURANCE PROVISIONS:

General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. KCHA, its successors and assigns, director, officers, officials, employees, agents, partners, and volunteers are to be covered as additional insureds with respect to (i) general liability arising out of work done or operations performed by or on behalf of the contractor, including materials, parts or equipment furnished in respect to such work or operations. The endorsement(s) effectuating the foregoing additional insured coverage shall be ISO form CG 20 10 11 85, or CG 20 10 10 01 issued concurrently with CG 20 37 10 01, or their equivalent as long as it provides additional insured coverage, without limitation, for completed operations; (ii) automobile liability arising out of vehicles owned, leased, hired, or borrowed by or on behalf of the Contractor; (iii) any insurance written on a claims made basis, shall have a retroactive date that coincides with, or precedes, the commencement of any work under this contract. Evidence of such coverage shall be maintained for a minimum of six (6) years beyond the expiration of the project and if a Claims Made policy is not renewed or replaced, then evidence of an extended reporting period of six (6) years shall be provided.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance with respect to KCHA, its successors and assigns, director, officers, officials, employees, agents, partners and volunteers. Any insurance or self-insurance maintained or expired by KCHA, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed, except after thirty (30) days / (ten (10) days for non-payment of premium) without prior written notice provided to KCHA via certified mail, with return receipt requested.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract.

Builders Risk / Course of Construction policies shall contain the following provisions:

1. KCHA and its insurers shall be named as loss payees.
2. The insurer shall waive all rights of subrogation against KCHA, its successors and assigns, director, officers, officials, employees, agents, partners and volunteers.

ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A- VII. Contractor must provide written verification of its insurer's rating.

VERIFICATION OF COVERAGE:

Contractor shall provide KCHA with original certificates and amendatory endorsements affecting coverage required by this clause. All certificates and endorsements must be received and approved by KCHA before any work commences and in sufficient time to permit contractor to remedy any deficiencies. KCHA reserves the right to require at any time complete, certified copies of all required insurance policies, or pertinent parts thereof, including endorsements affecting the coverage required by these specifications.

SUBCONTRACTORS:

1. Any subcontractor shall include the Contractor as additional insured under its policies. All coverages for subcontractors shall be subject to the requirements stated herein.
2. Contractor shall be responsible for the adequacy of required coverages for subcontractors and shall compile related certificates of insurance and endorsements evidencing subcontractors' compliance.

INDEMNIFICATION AND HOLD HARMLESS:

1. To the fullest extent permitted by law, the Contractor hereby agrees to indemnify and hold harmless KCHA, its successors and assigns, directors, officials, officers and employees, volunteers, partners and agents (all foregoing singly and collectively "Indemnitees"), from and against any and all claims, losses, costs, liabilities, damages and expenses including, but not limited to, reasonable attorneys' fees arising or resulting from the performance of the work, or the acts or omissions of the Contractor its successors and assigns, employees, subcontractors or anyone acting on the Contractor's behalf in connection with this Contract or its performance; PROVIDED, however, that the Contractor shall not be required to so indemnify any such Indemnitees against liability for damages caused by or resulting from the sole negligence of Indemnitees; PROVIDED FURTHER that if such damages are caused by or result from the concurrent negligence of the Indemnitees and the Contractor or anyone acting on the Contractor's behalf, then the Contractor's indemnity hereunder shall be limited to the extent of the negligence of the Contractor, its successors and assigns.
2. The foregoing indemnity is specifically and expressly intended to constitute waiver of the Contractor's immunity under Washington State's Industrial Insurance Act, Title 51 RCW, and this waiver has been expressly negotiated and agreed upon by the parties.
3. The Contractor hereby agrees to require all its subcontractors or anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Contract to execute an indemnity clause identical to the preceding clause, specifically naming KCHA as Indemnitee. Failure to do so shall constitute a material breach of this Contract by the Contractor.

END OF INSURANCE REQUIREMENTS

SECTION VI

FORMS TO SUBMIT WITH CONTRACT

MISCELLANEOUS FORMS

This section is a sampling of some of the forms that the Contractor and their Subcontractors and Sub-subcontractors will need to complete and submit at various stages of the project – sometimes one time, sometimes weekly. This is by no means a complete listing. These sample forms are included here for Contractor’s reference only.

Inquire with the Owner if you want an electronic version of any of these forms – it may be available.

Included in this Section VI:

Form Name	When to be used (corroborate by checking Contract Documents and Agency regulations) C = Contractor S = all Subcontractors of every tier
Request For Substitution	C submits prior to bidding
References	C submit prior to contract
Equal Opportunity Clause	C submit prior to contract
Subcontractor List	C/S submit prior to contract
Certification of Non-segregated Facilities	C submit prior to contract
Proposal for Incorporating Recycled Materials into the Project (Form1-RM)	C submit prior to contract
Payment & Performance Bond	C submit with contract
Certificate as to Corporate Principal	C submit with contract
Affidavit Certifying Payment to All Subcontractors	C submit with each monthly Progress Payment application package
Application for Payment	C submits with each monthly Progress Payment application package
Final Affidavit of Amounts Paid	C submits before retainage can be released
Contractor’s Certificate and Release	C submits before retainage can be released
Contractor’s Affidavit of Payment of Debts and Claims	C submits before retainage can be released

Substitution Request No. _____

REQUEST FOR SUBSTITUTION

PROJECT NAME: Culvert Replacement, Bridge and Riparian Construction Sandpiper East
Apartments, Kelsey Creek, Bellevue, WA

Contract No.: _____

TO CM:

FROM: Contractor: _____

Specification Title	_____	Description of Existing Item	_____
Section #:	_____	Page/Sheet #:	_____
		Paragraph #:	_____

We hereby submit for consideration the following product instead of the specified item for the above project:

Proposed Substitution: _____

Mfr. _____ Address _____ Phone: _____

Trade Name: _____ Model No.: _____

Provide and attach the following items, numbered as shown on this list. If any are not applicable, say so.

1. Complete description of the change.
2. List of differences between proposed and specified items.
3. Complete product data/literature.
4. Complete description and/or depiction of all changes to Drawings and Specifications, including any changes to dimensions, and changes to installation. Submit amended Drawings as needed.
5. Manufacturer's warranty for requested item, together with statement that provisions are the same as for originally specified item.
6. Description of effect on other trades, other Contracts and Contract completion date.
7. Cost impacts, including advantage to Owner.

The undersigned hereby certifies that:

- Proposed substitution has been fully investigated & determined to be equal or superior in all respects, including function and quality, to specified item.
- Same warranty, maintenance service, and source of replacement parts, as applicable, are available.
- Proposed substitution will have no adverse effect on other trades or contracts, and will not delay progress schedule.
- He/She will be responsible for additional costs for all design, detailing, coordination, inspection, and construction caused by the substitution.

Submitted by (print Name): _____

Signature _____ Date _____

Phone _____ Fax _____

For CM's Use Only:

Reviewed By: _____ Date: _____

Action Taken: _____ Requested Additional Information. Received _____ (date)
_____ Rejected, and Bidder informed _____ Accepted, and issued in Addendum # _____

Remarks: _____

Bidding Contractor's Company Name _____

REFERENCES

List the last five construction jobs performed under the Firm Name listed on the Bid Proposal.

1.	_____	_____
	Owner's Name	Type of service provided
	_____	_____
	Contact Person	
	_____	_____
	Phone Number	Date of service
2.	_____	_____
	Owner's Name	Type of service provided
	_____	_____
	Contact Person	
	_____	_____
	Phone Number	Date of service
3.	_____	_____
	Owner's Name	Type of service provided
	_____	_____
	Contact Person	
	_____	_____
	Phone Number	Date of service
4.	_____	_____
	Owner's Name	Type of service provided
	_____	_____
	Contact Person	
	_____	_____
	Phone Number	Date of service
5.	_____	_____
	Owner's Name	Type of service provided
	_____	_____
	Contact Person	
	_____	_____
	Phone Number	Date of service

I hereby grant the King County Housing Authority the right to contact each firm for the purpose of verifying employment and performance of contract services.

Signature: _____ Date: _____

Title: _____

Bidding Contractor's Company Name _____

EQUAL OPPORTUNITY CLAUSE

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, citizenship status, creed, age, marital status, physical or mental disability, sexual orientation, political ideology, or status as a Vietnam era or specially disabled veteran. The Contractor will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to the aforementioned conditions. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to the aforementioned conditions of paragraph 1. above.
3. The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the Owner and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's non-compliance with the non-discrimination clauses of the Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts, in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulation, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Owner may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Owner, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

By: _____ Title: _____

Print name: _____ Date: _____

Bidding Contractor's Company Name _____

SUBCONTRACTOR LIST
Proposed Subcontractors of Every Tier

SubContractor Name	Address	Phone
Contractor License	UBI	Federal ID
Owner/Officer	Type of Work	
SubContractor Name	Address	Phone
Contractor License	UBI	Federal ID
Owner/Officer	Type of Work	
SubContractor Name	Address	Phone
Contractor License	UBI	Federal ID
Owner/Officer	Type of Work	
SubContractor Name	Address	Phone
Contractor License	UBI	Federal ID
Owner/Officer	Type of Work	
SubContractor Name	Address	Phone
Contractor License	UBI	Federal ID
Owner/Officer	Type of Work	
SubContractor Name	Address	Phone
Contractor License	UBI	Federal ID
Owner/Officer	Type of Work	

Insert additional pages as needed

Bidding Contractor's Company Name _____

CERTIFICATION OF NONSEGREGATED FACILITIES

The undersigned certifies that s/he does not maintain or provide for her/his employees any segregated facilities at any of her/his establishments, and the s/he does not permit her/his employees to perform their services at any locations under her/his control where segregated facilities are maintained. The undersigned certifies further that s/he will not maintain or provide for her/his employees any segregated facilities at any of her/his establishments and that s/he will not permit her/his employees to perform their services at any location under her/his control where segregated facilities are maintained. The undersigned agrees that a breach of this certification will be a violation of the Equal Opportunity Clause set forth in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

The undersigned agrees that, except where s/he has obtained identical certifications from subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, that s/he will obtain identical certifications from subcontractors and that s/he will retain such certifications in her/his files.

Date: _____

Signature: _____

Name/Title: _____

Contractor Name: _____

Address: _____

City/State/Zip: _____

Bidding Contractor's Company Name _____

Proposal for Incorporating Recycled Materials into the Project

In compliance with a new law that went into effect January 1, 2016 (SHB1695), the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E, Table on Maximum Allowable Percent (By Weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: _____ percent.

Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tie-breaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidder's stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.

Bidder: _____

Signature of Authorized Official: _____ Date: _____

PAYMENT AND PERFORMANCE BOND

To King County Housing Authority

Bond No. _____

King County House Authority, Washington (KCHA) has awarded to _____ (Principal), a contract for the construction of the project designated as Culvert Replacement, Bridge and Riparian Construction, Sandpiper East Apartments, Project No. _____ in Unincorporated King County, Washington (Contract), and said Principal is required under the terms of that Contract to furnish a contract bond for payment in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW and for performance of all obligations under the Contract.

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

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

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

AND

If and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in force and effect

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

This bond may be executed in two (2) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the office executing on behalf of the surety.

PAYMENT AND PERFORMANCE BOND

PRINCIPAL

SURETY

Principal Signature Date

Surety Signature Date

Printed Name Date

Printed Name Date

Title

Title

Surety Name

Address

City/State/Zip

Telephone Number

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

END OF PAYMENT AND PERFORMANCE BOND

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
(print name) (print title)

of the corporation named as Principal in the a foregoing bond; that _____,
(print name)

who signed the said bond on behalf of the Principal, was then _____
(print title)

of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was fully signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

(signature)

(print name)

(date)

Affix Corporate seal, if applicable

AFFIDAVIT CERTIFYING PAYMENT TO ALL SUBCONTRACTORS

(Affidavit Shall Accompany Each Progress Payment Request)

King County Housing Authority
Culvert Replacement, Bridge and Riparian Construction, Sandpiper East Apartments

Project Name: Culvert Replacement, Bridge and Riparian Construction, Sandpiper East Apartments

Project No. _____

Application #: _____ **Period from:** _____ **to:** _____

Owner: King County Housing Authority

Contractor: _____

I acknowledge that, pursuant to the requirements set forth in the contract, I am required to submit monthly certification indicating payments to subcontractors on prior payment requests.

I, the undersigned Contractor, do hereby certify that I have paid the following amounts to subcontractors for Work which has been performed and incorporated into previous Applications for Payment which were issued and payment received from the Owner on the project listed below. I understand that this document must be submitted on a monthly basis after the submittal, approval, and payment of the previous monthly Application for Progress Payment. I understand that the King County Housing Authority reserves the right to require me, the undersigned, to provide verification of payment and/or additional information.

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

Subcontractor: _____ Amount: \$ _____

(Attach additional list of subcontractors and amounts, if necessary)

Contractor Signature: _____ Date: _____

Print Name and Title: _____

Signed and sworn to before me on this _____ day of _____, 20____.

Signature of Notary Public in and for the State of Washington, residing at _____
My appointment expires: _____

V - #REF!

Form G702

Application and Certificate for Payment

TO OWNER:	#REF!	PROJECT	#REF!	APPLICATION NO:	01	Distribution to:	
	#REF!	NAME / SCOPE		PERIOD TO:	6/30/2017	OWNER #	#
	#REF!	OF WORK:		CONTRACT NO:	#REF!	ARCHITECT #	#
	#REF!			CONTRACT DATE:	#REF!	CONTRACTOR #	#
FROM	#REF!	VIA	#REF!	NTP DATE:	#REF!	FIELD #	#
CONTRACTOR:	#REF!	ARCHITECT:	#REF!	PROJECT NO:	#REF!	#REF!	#
	#REF!		#REF!	WORK ORDER NO:	#REF!		
	#REF!		#REF!				

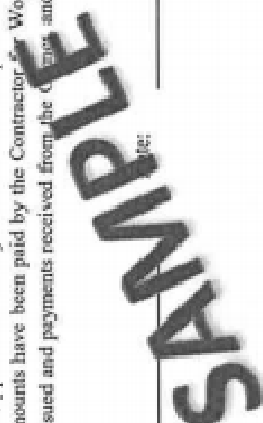
CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, Form G703, is attached.

1. ORIGINAL CONTRACT SUM #REF!
2. NET CHANGE BY CHANGE ORDERS \$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) #REF!
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$95,000.00
5. RETAINAGE:
 - a. #REF! % of Completed Work #REF!
 (\$85,000.00) =
 - b. #REF! % of Stored Material #REF!
 (\$10,000.00) =
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) #REF!

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner and that current payment shown herein is now due.

CONTRACTOR: _____
 By: _____
 State of _____ day of _____
 County of _____
 Notary Public:
 My Commission expires: _____



OWNER'S REPRESENTATIVE CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner's Representative certifies to the Owner that to the best of the Representative's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contract is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED #REF!
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

OWNER'S REPRESENTATIVE:

By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this month. (OO numbers listed below)	\$0.00	\$0.00
#s: TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00



King County Housing Authority

Culvert Replacement, Bridge and Riparian Construction, Sandpiper East Apartments

Final Affidavit of Amounts Paid

To be completed for *every* first-tier sub-contractor/consultant

(Each first-tier sub-contractor/sub-consultant utilized, must sign this affidavit. Please use additional pages if necessary.)

Prime Contractor / Consultant: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Contract Number: _____ Contract Title: _____

Contract Type: Construction Consultant
 Original Contract Amount: \$ _____
 Total # of Amendments: _____ \$ _____
 Total # of Change Orders: _____ \$ _____
 Final Contract Amount: \$ _____

Sub-contractor or Sub-consultant Name and Address	Sub-Contract Type	Date Work Completed	Sub-Contract Amount	Amounts in Retainage to Date	Amount Paid to Date

I, the undersigned, do hereby certify that all taxes and other fees imposed upon my company, by Labor & Industries; Employment Security; and Department of Revenue have been paid and all accounts are in good standing. I further certify that all employees and subcontractors who have worked under my company on this project have been paid in full, except for any retainage that is agreed upon under a subcontract. I acknowledge receipt of payment as indicated in this form.

Subcontractor/Subconsultant: [Also indicate Contract Type]		Signature/Title	
Subcontractor/Subconsultant: [Also indicate Contract Type]		Signature/Title	
Subcontractor/Subconsultant: [Also indicate Contract Type]		Signature/Title	
Subcontractor/Subconsultant: [Also indicate Contract Type]		Signature/Title	

The subcontractors above have signed upon receipt for amounts paid. I, the undersigned, do hereby certify that in connection with all work on the project for which this statement is submitted, each sub-contractor/sub-consultant participant named above has been paid the amount shown for work completed or portions thereof listed.

Prime Contractor:	Signature/Title:
-------------------	------------------

Subscribed and sworn before me this _____ day of _____ 20__

X _____

Notary Seal

Notary Public in and for the State of Washington, residing at _____

CONTRACTOR'S CERTIFICATE AND RELEASE

FROM: _____

TO: King County Housing Authority

REFERENCE: Contract No. JE entered into on the ____ day of _____, 2020, between the King County Housing Authority of Tukwila, WA, hereinafter called the Local Authority and _____, hereinafter called Contractor, for the Culvert Replacement, Bridge and Riparian Construction, Sandpiper East Apartments Project, located in unincorporated King County, WA.

KNOW ALL PERSONS BY THESE PRESENTS:

1. The undersigned hereby certifies that there is due and payable under the contract and duly approved Change Orders and modifications the undisputed balance of \$_____.

2. The undersigned further certifies that in addition to the amount set forth in paragraph 1 hereof there are outstanding and unsettled the following items which he claims are just and due and owing by the Local Authority to the Contractor:

- (a) _____
- (b) _____
- (c) _____

Itemize claims & amounts claimed. (If none, so state)

3. The undersigned further certifies that all work required under this contract including work required under Change Orders numbered _____ has been performed in accordance with the terms thereof, in accordance with all applicable regulatory codes and ordinances, and that there are no claims of laborers, mechanics, subcontractors or suppliers arising out of the performance of this contract, and that the wage rates paid by the Contractor and all subcontractors were in conformance with the contract provisions relating to said wage rates.

4. Except for the amounts stated in paragraphs 1 and 2 hereof, the undersigned has received from the Local Authority all sums of money payable to the undersigned under or pursuant to the aforementioned contract or any change or modification thereof.

5. That in consideration of the payment of the amount stated in paragraph 1 hereof, the undersigned does hereby release the Local Authority from any and all claims arising under or by virtue of this contract except the amounts listed in paragraph 2 hereof; provided, however, that if for any reason the Local Authority does not pay in full the amount stated in paragraph 3 hereof, said deduction shall not affect the validity of this release, but the amount so deducted shall be automatically included under paragraph 2 as an amount which the Contractor has not release but will release upon payment thereof. The Contractor further certifies that upon payment of the amounts listed in paragraph 2 hereof, and of any amount which may be deducted from paragraph 1 hereof, he will release the Local Authority from any and all claims of any nature whatsoever arising out of said contract or modification thereof, and will execute such further releases or assurances as the Local Authority may request.

IN WITNESS WHEREOF, the undersigned states that he/she is the _____ of _____

(Title)

(Name of Company)

and, as such, has read the foregoing Certificate and Release and further states that the matters and things stated therein are, to the best of his/her knowledge and belief, true.

Signed and sealed this _____ day of _____, 200_____.

(Signature of Officer)

Subscribed and sworn to before me this _____ day of _____, 200_____.

(Notary)

State of: _____, County of: _____

My commission expires _____.

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

PROJECT NAME: <u>Culvert Replacement, Bridge and Riparian Construction, Sandpiper East Apartments</u>	CONTRACT NUMBER: CONTRACT DATED: _____
TO OWNER: King County Housing Authority 600 Andover Park West Seattle, WA 98188-3326 STATE OF: Washington COUNTY OF: King	
The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.	SUPPORTING DOCUMENTS ATTACHED HERETO: <input type="checkbox"/> Consent of Surety to Final Payment <input type="checkbox"/> Contractor's Release or Final Waiver of Liens <input type="checkbox"/> Subcontractors separate Final Waivers or Liens
EXCEPTIONS: 	
CONTRACTOR (NAME AND ADDRESS: 	
BY: 	
(Signature of authorized representative): 	
(Printed name and title) 	
Subscribed and sworn to before me on this _____ day of _____, 20_____.	
Notary Public In and for the State of _____ Residing in _____ My Commission Expires: _____, 20_____.	

SECTION VII

SPECIFICATIONS

SECTION 01110

STATEMENT OF WORK

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. **Overview** The Culvert Replacement, Bridge and Riparian Construction project at the Sandpiper East Apartments in Bellevue WA consists of removal of an existing pipe arch culvert over Kelsey Creek and replacement with a new bridge structure. King County Housing Authority is the owner of this affordable housing apartment complex.
- B. **Base Bid Work** Includes, but is not limited to, these primary components:
1. Temporary Site Controls: Install and maintain temporary and permanent construction fencing, erosion and sedimentation control measures, and tree protection fencing.
 2. Prepare and implement Traffic Control in the form of a detour route through the apartment complex around the work area.
 3. Clear and grub site within Limits of Construction. Areas to be graded shall be cleared of surface deleterious matter including any debris, trash, trees to be removed and associated stumps and roots. Graded areas shall be stripped of organic laden soils as specified.
 4. Demolition of site improvements including Asphalt, concrete, wood and steel culvert Recycling: Remove existing asphalt pavement, concrete curbs, timber railings, corrugated metal pipe arch culvert and culvert concrete footings. Separate and recycle all materials possible during demolition. Transport and dispose waste materials at permitted disposal facilities legally off-site. Remove or cut, cap and grout existing utilities on-site in accordance with the contract documents.
 5. Install temporary shoring as needed to protect adjacent structures and property to accomplish the excavations and construct the concrete bridge abutments required as indicated on the Contract Documents.
 6. Install a temporary stream bypass to re-route Kelsey creek during abutment and channel construction. The construction work within the existing ordinary high water lines is limited to July 1st to August 31st.
 7. Earthwork Operations: Site shall be rough and fine graded in accordance with the Contract Documents. Contractor is responsible for all soils management, including export and/or import, to achieve design grades and material quality.
 8. Coordinate with AHJ as required and construct utility and storm drainage improvements including: stormwater conveyance and water quality treatment units, City of Bellevue owned water distribution infrastructure, and franchise utilities as indicated in the Contract Documents.
 9. Construct reinforced cast in place concrete bridge abutments and associated walls as indicated in the Contract Documents.
 10. Construct pre-cast prestressed concrete bridge superstructure and associated bridge components as indicated in the Contract Documents.

11. Construct driveway improvements including grading, paving, curbs and concrete sidewalk overlook area as indicated in the Contract Documents.
12. Re-construct a new stream channel and associated rock and riparian plantings and strategic woody material placement as indicated in the Contract Documents.
13. Protect structures, utilities and property adjacent to the site. Protect structures utilities and property indicated to remain on site. Implement necessary and required environmental controls in conformance with regulatory and Contract Document requirements. Restore any damage to adjacent property to like condition.
14. Contractor shall be responsible to provide storage, fencing or adequate cover as may be required for protection of materials against weather conditions, damage, or theft.
15. Store all products and materials in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures; maintain within temperature and humidity ranges required by manufacturer's instructions.
16. For exterior storage of fabricated products, place on dry supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation or damage.
17. Contractor may, at their own expense, use the services of an off-site storage facility. In order for the Contractor to bill for stored materials, the storage facility must be bonded and insured to the value of the material being stored, and a copy of the bond and insurance certificates submitted to the Owner with the invoice requesting payment.
18. Store materials in a manner that will not endanger Project or adjacent properties and structures.

C. **Additive Bid Work** Includes, but is not limited to, these primary components:

1. Stream Overlook Shed Roof Structure
2. Decorative Concrete Band in sidewalk area

1.2 PROGRESS OF WORK

- A. Work under this contract shall progress as indicated on the Project Milestone schedule (Section II) and the Contractor's accepted schedule.
- B. Notices to Proceed. The Contract will be awarded and contracted as a whole. However, there will be two separate types of Notices to Proceed on this Project:
 1. **Limited Notice to Proceed (LNTP).** The LNTP will be issued once the Agreement and all required forms are fully executed (see Sections II and V in this Project Manual). Activities to take place under LNTP are:
 - a. Submission of all Work Plans, submittals, shop drawings for temporary shoring and bridge girder procurement, etc. for review, include a Progress Schedule predicated on a FNTP by the date stated in the Project Milestones in Section II.
 - b. Install survey control points as needed.
 - c. Establish site security and tree protection fencing, erosion control, and providing supplementary fencing as needed or indicated in the Contract Documents.

During this period, no soil disturbing activities are allowed, including grading, trenching, trafficking on soil, tracking mud onto paved roads, or any other activities that will negatively affect water quality.

It is the Owner's expectation that the Contractor will submit all Work Plans, shop drawings, and all other submittals in enough time for them to be reviewed, and for the Contractor to be cleared to begin work on site promptly on the Full Notice to Proceed date, with forces mobilized, office already on-site.

2. **Full Notice to Proceed (FNTP).** The FNTP is for full site-work activities, and will be issued when all the activities under the LNTP are complete as well as the following documents submitted: Insurance, bond, contract, any missing forms (from the bid), confirmation of filing letters of intent, schedule of values, traffic plan, easement signed, schedule of submittals, and safety plan.
- C. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use as defined in the AIA A201 Conditions of the Contract Section 9.8 and Specification Section 01770 - Project Closeout, Part 1.
- D. Physical Completion date is determined for the entire scope of work by 201 General Conditions Article 9.9 Physical Completion.
- E. Provisional Acceptance of Plantings with KCHA, triggers the start of the 1-year Planting Establishment and 2-year Maintenance periods. Physical Completion may be granted before the completion of the 1-year Planting Establishment and 2-year Maintenance period.

1.3 WORK PLAN

- A. Develop, maintain, and carry out for the duration of the contract, a Work Plan that incorporates and implements, at a minimum, the elements outlined in the Contract Documents, and shows how Contractor intends to accomplish the work in accordance with the Milestone dates and the Contract Documents, within site constraints.
- B. The Work Plan shall include, in an organized manner, the plans, schedules, sequence, methods, and coordination requirements for completing the work.
- C. This Work Plan shall also contain other plans (Waste Management Plan, etc.) described elsewhere in the Specifications.

1.4 SITE UTILIZATION AND OTHER ACTIVITIES AT THE OVERALL PROJECT SITE

- A. General requirements for coordination with other activities on or near the Project site are covered in Section 01550 – Use of Construction Site and Restoration. Some of the requirements specific to this Contract are discussed below.
 1. Contractor shall protect, stabilize, and use appropriate erosion control measures in areas of the Work.
 2. Lay down area easement and construction activities are limited to the areas illustrated and detailed in the Temporary Construction Easement and graphic at the end of this section.
 3. This is an active apartment complex and a confined work zone. Safety concerns with equipment and delivery vehicles are an utmost concern of the Owner. In transporting materials and supplies from the laydown area to the project, and in coordinating deliveries, the Contractor will work with Owner and adjacent residences to develop a plan to minimize disturbances to tenants.

4. Existing fire department turnarounds have been constructed due to the bridge closure, the Contractor shall ensure the turnarounds and access to the turnarounds remains throughout construction.
 5. At the final walk-through, prior to Physical Completion of the Project, the Owner will assess the exterior condition of the project, compared to the pre-project photographic record and notes. The Contractor shall restore the area to its original pre-use condition and to the Owner's satisfaction, prior to Physical Completion. This will include, but not be limited to, landscaping, irrigation, curb, gutter, sidewalk, asphalt, and perimeter fencing that include tree protection fencing.
- B. All Contractor activities shall be within the Project Limits shown on the Drawings and Contract Documents unless the Owner authorizes use of other portions of the overall Sandpiper East Apartments complex.
 - C. The Contractor is responsible for maintaining safe access and utility services for residents, fire, and utilities and for securing the construction site and laydown/parking area.
- 1.5 OTHER ACTIVITIES AND COORDINATION AT THE PROJECT SITE
- A. General requirements for coordination with other activities on or near the Project site are covered in Sections 01550 Use of Construction Site and Restoration and 01552 Temporary Traffic Control.
 1. A temporary detour will be maintained around the project site.

PART 2 - PRODUCTS

Not used.

END OF SECTION

(Laydown Area, Detour & Haul Route sketch attached)

SITE ACCESS AND STAGING AREAS

Culvert Replacement, Bridge and Riparian Construction
Sandpiper East Apartments, Kelsey Creek, Bellevue WA



Staging/laydown, see next page

Project Disturbance Limits

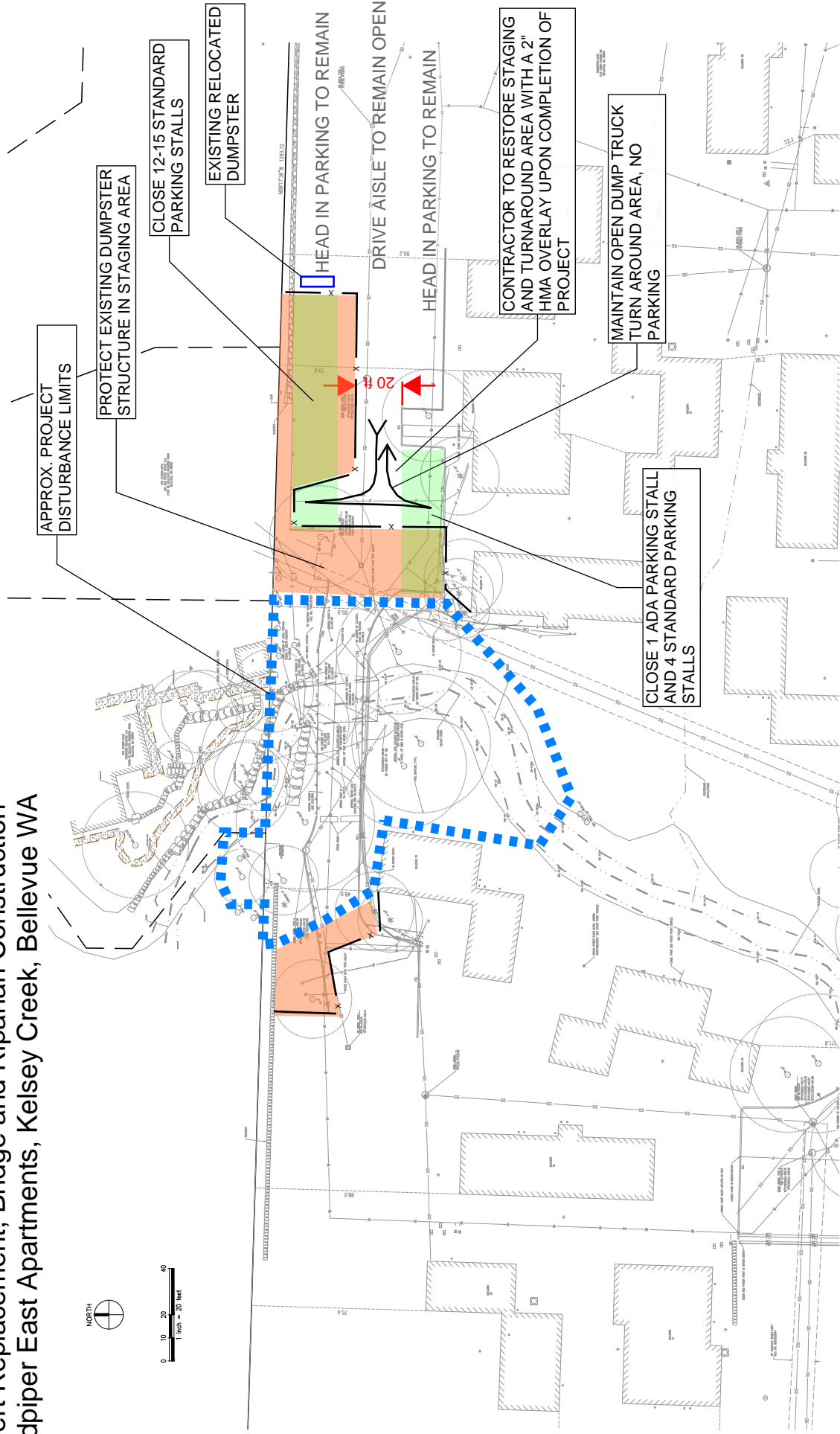
Fire Truck Turnaround Areas to Remain

Haul Route

Apartment Detour Route

STAGING/LAYDOWN ENLARGEMENT

Culvert Replacement, Bridge and Riparian Construction
Sandpiper East Apartments, Kelsey Creek, Bellevue WA



EXISTING PARKING TO BE UNAVAILABLE DURING CONSTRUCTION

CONTRACTOR STAGING/LAYDOWN OUTSIDE OF PROJECT DISTURBANCE LIMITS

SECTION 01230

BID ITEMS DESCRIPTIONS

PART 1 - GENERAL

1.1 RELATED SECTIONS

- A. Section I - Invitation to Bid
- B. Section IV - Bid Proposal and Forms
- C. Section III "Instructions to Bidders and General Terms and Conditions"

1.2 OVERVIEW

- A. The use of "Bid Form" in this Section shall be considered the same as Bid Proposal or Bid Price or Bid Submittal Package. See also Contractor's bid package (Refer to Section IV Bid Proposal and Forms). The Bid package contains the scope of work and bid documents that must be signed and returned in order to be considered a responsive bidder.

1.3 CONTRACTOR'S PRICING RESPONSIBILITY

- A. It is the responsibility of the Contractor to have reviewed the site conditions and the Contract Documents, and to make sure that their lump sum prices, include all the costs of performing the Work in accordance with the Contract Documents, and as intended. The items listed in the Bid Proposal are for the purpose of building a total Contract Sum.

PART 2 - BASE BID

The Base Bid is divided into the lump sum and one CY bid items. Bid items include performing all work as specified or shown in the Contract Documents related to the listed bid item. The total of all Base Bid items shall equal the lump sum cost of constructing the entire project as shown in the Contract Documents. These bid item descriptions are detailed descriptions of the work in order to inform the Contractors breakout of bid prices but they are not able to account for not every element of work needed to construct the project and do not relieve the Contractor from constructing the full project as shown in the Contract Documents.

A. Demolition and Site Prep:

This lump sum bid item includes all work necessary to complete Demolition and Site Prep as shown in the contract documents. Work items include but are not limited to Overhead, profit and general conditions, supervision, labor, materials, equipment, including preparation of a safety plan. Scope includes erosion control installation and management, maintenance and removal of facilities per the Contract Documents. Provide labor, materials and equipment costs for clearing and grubbing, tree and stump removals, tree protection, surface site demolition within the project footprint as specified in the Contract Documents. Remove and dispose of curbs, asphalt roadway, existing timber railings, include sawcutting, hauling and incidentals required to recycle offsite properly and legally. Remove and dispose of buried utility and drainage pipes, franchise utility conduit, utility and drainage structures, existing pipe arch culvert, existing pipe arch culvert concrete foundations, and other misc. buried obstructions that may be encountered, including disposal and other incidental work as specified. This bid item also includes costs for pavement restoration in laydown and staging areas. The lump sum bid item also includes applicable taxes.

B. Dewatering:

This lump sum bid item includes all work necessary to furnish and install dewatering systems to keep groundwater away from the bottom of the excavation. Work items include but are not limited to overhead, profit and general conditions, supervision, labor, materials, equipment for installation of all piping, pumps, and vacuum wellpoints if required to dewater the bottom of the excavation and maintain a suitably dewatered excavation site until the bridge foundation is backfilled. Costs shall include all associated applicable taxes, utility locates and restoration.

C. Temporary Stream Diversion:

This lump sum bid item includes all work necessary to furnish, install, monitor and remove a temporary stream bypass system to keep the stream flows away from the work area as noted in the Contract Documents. Work items include but are not limited to overhead, profit and general conditions, supervision, labor, materials, equipment for installation of all piping, cofferdams, pumps, and installation and removal, including defishing. Costs shall include all associated applicable taxes, utility locates and restoration.

D. Temporary Shoring:

This lump sum bid item includes all work necessary to design and construct temporary structural shoring to protect structures and property adjacent to the excavation site. Work items include but are not limited to overhead, profit and general conditions, supervision, labor, materials, equipment, surveying, shoring wall system, monitoring equipment and monitoring, and worker fall protection as noted in the Contract Documents. The work also includes removal of the shoring wall system as defined in the Plans at the completion of the project. The lump sum bid item also includes applicable taxes, close out items such as as-built drawings.

E. Bridge Foundations and Walls:

This lump sum bid item includes all work necessary to complete the full structure excavation and extra excavation class A including haul and construction of cast in place concrete bridge abutments and walls. Work items include but are not limited to overhead, profit and general conditions, supervision, labor, materials, equipment, surveying, excavation, grading, formwork, steel reinforcement, concrete, concrete finishing, pigmented sealer, and Pedestrian Railing as indicated in the Contract Documents. The lump sum bid item also includes applicable taxes, close out items such as as-built drawings.

F. Extra Excavation Class A Including Haul and Replacement Material, per CY:

This unit price bid item includes all work necessary to over excavate any unstable base material beneath the cast in place concrete abutments or walls and replace it with gravel backfill and permeable ballast. Work items include but are not limited to overhead, profit and general conditions, supervision, labor, materials, equipment, excavation, haul and disposal, placement and compaction of backfill materials. The unit price bid item also includes applicable taxes. A provisional extra excavation quantity is included in the bid form for purposes of the bid and will be adjusted based on actual utilization of this bid item, if needed.

G. Bridge Superstructure:

This lump sum bid item includes all work necessary to complete the procurement and installation of the complete bridge superstructure including Bridge Railing Type 3-Tube. Work items include but are not limited to overhead, profit and general conditions, supervision, labor, materials, equipment, surveying, hauling, erection, and installation of Prestressed Conc. Girders – 24 inch Slab Units, end diaphragms (St. Reinf Bar, Epoxy-Coated St. Reinf. Bar, Concrete), Fabric Pad Bearings, Transverse Stop Bearing Pad, Concrete Inserts for Bridge Supported Utilities, Waterproof Membrane, Bridge Railing (incl St. Reinf and Concrete for curb), and pigmented sealers indicated in the Contract Documents. The lump sum bid item also includes applicable taxes, close out items such as warranties and as-built drawings.

H. Drainage Water Quality System Complete:

This lump sum bid item includes all work necessary to complete the stormwater drainage system and water quality units installation, including conveyance piping and outfall energy dissipation rock pad as shown in the contract documents. Work items include but are not limited to overhead, profit and general conditions, supervision, labor, materials, equipment for installation. Costs shall include, but not be limited to, materials, surveying, excavation, compaction, bedding, backfilling, testing, inspection, pipe in place, fittings, connections to existing drainage pipes, connections to drainage structures, joint materials, adjustments to rings and covers, grouting, and the furnishing and installation of drainage structures and water quality units, and the placement of rock energy dissipation to provide a complete installation and obtain approval from inspectors for use. If the contract contains any work, which requires trench/excavation exceeding a depth of four feet, all costs for trench/excavation safety shall be included for adequate trench/excavation safety systems. Costs shall include all associated applicable taxes, utility locates and restoration. The lump sum bid item also includes close out items such as operations manual, warranty, and as-built drawings

I. Site Improvements and Utilities:

This lump sum bid item includes all remaining site work, water main installation and franchise utility conduit placement. Work items include but are not limited to overhead, profit and general conditions, supervision, labor, materials, equipment, surveying, excavation, grading, bedding, utility pipe and appurtenances placement including hanging from bridge, backfill, structural backfill, curbs, paving, concrete sidewalks, curb ramps, pavement markings, signage, and fencing. The lump sum bid item also includes applicable taxes, close out items such as as-built drawings.

J. Stream Restoration and Plantings:

This lump sum bid item includes all work necessary to complete stream restoration and planting as shown in the contract documents. Work items include but are not limited to overhead, profit and general conditions, supervision, labor, materials, equipment, excavation, haul and disposal, furnishing and placement of stream channel material, woody material furnishing and installation, and furnishing and establishing plantings. The lump sum bid item also includes applicable taxes, close out items such as as-built drawings, warranty and establishment and maintenance of plantings.

Additive Bid Work:

K. Stream Overlook Shed Roof Structure:

This lump sum bid item includes all work necessary to construct a simple covered shed roof structure with a roof area approximately 10' wide by 8' deep. The structure shall be supported by two posts spaced a minimum of 6' apart to allow space for installation of interpretive signage beneath the structure by others. The structure shall be a shed roof style draining toward the creek, oriented parallel to the abutment wall as indicated on Additive Bid Details Sheet. The

structure shall be constructed of pressure treated dimensional lumber and the roof be metal standing seam roofing and trim. Posts shall be a minimum of 6"x6". Height shall be a minimum of 8' on low side of roof. Work items include but are not limited to overhead, profit and general conditions, design of structure, supervision, labor, materials, equipment, and full construction of structure, including the post foundations. The lump sum bid item also includes applicable taxes.

L. Decorative Concrete Sidewalk Band:

This lump sum bid item includes all work to construct the decorative concrete river band in the sidewalk overlook area as shown in the drawings and Additive Bid Details Sheet. Work items include but are not limited to overhead, profit and general conditions, supervision, labor, materials, equipment, excavation, grading and surface prep, formwork, concrete, surface seeded aggregate, a 2' x 2' mock up panel, and curing. The owner may secure brass inlay pieces representing salmon that the Contractor shall place into the decorative band if directed. The Concrete installer shall have previous experience installing concrete where small aggregate have been hand seeded into the aggregate. Surface-seeded aggregate shall be of Glacier Green #4-7 including ¼" to 1½" size light green/blue stones and small flecks of rust and white color small stones. Surface-seeded aggregate shall have permanent bonds "reactive" as well as non-reactive aggregates with lithium quartz. The lump sum bid item also includes applicable taxes.

SECTION 01255

REQUESTS FOR INTERPRETATION (RFIs)

PART 1 - GENERAL

1.1 RESPONSIBILITIES

- A. As stated in the Bid Documents, it is the responsibility of each Bidder to carefully study and compare the Bid Documents, examine the project site, and promptly advise the Owner of any discrepancies in, or questions about, the Bid Documents or field conditions, prior to submitting their Bid.
- B. If, in spite of this, questions remain during the bidding process, the Contractor may request clarification in accordance with the Supplemental Instructions to Bidders and as identified during the pre-bid meeting.
- C. Note that proposals for product Substitutions (allowable only if the product is no longer available from any of the listed manufacturers), are to be made through the RFI process but must also have a completed Request for Substitution form. (Refer to Section VI Miscellaneous Forms.)

1.2 CONTENT AND PROCESS

- A. Any RFI, regardless of whether a supplier, subcontractor, or Contractor has a request, must come from the Contractor to the Construction Manager at a minimum fourteen (14) Days before a response is needed.
- B. Contractor shall include a suggestion/proposed resolution/solution as part of RFI.
- C. Contractor shall include a date by when a response is needed. RFIs will be responded to as received, except that those requiring priority action will be acted on first. The Owner will respond to the RFI within a reasonable time frame. However, in no case shall the RFI process be a reason for a claim of delay, or request for extension of time, from the Contractor.
- D. A response consisting of an interpretation or supplemental instruction that does not require a change to the Contract cost or time will be entered on the RFI form itself, and returned to the Contractor.
- E. If an RFI leads to a potential change to cost or time, the Owner may, at the request of the Contractor, consider a change request, as described in Section 01260 Contract Modification Procedures.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

SECTION 01256
INTEGRATION WITH WSDOT STANDARD SPECIFICATIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. Where Washington State Department of Transportation (WSDOT) Standard Specifications and/or WSDOT Standard Plans are referenced in the Contract Documents, the Work to be performed and materials to be used shall be in accordance with the WSDOT Standard Specifications as revised by this Section.

1.2 REFERENCES

- A. The revisions included in this Section shall modify and be used in conjunction with the Washington State Department of Transportation "Standard Specifications for Road, Bridge, and Municipal Construction," dated 2024. (WSDOT Standard Specifications)

1.3 REVISIONS TO WSDOT STANDARD SPECIFICATIONS

- A. WSDOT Division 1 – General Requirements
1. The contracting requirements of WSDOT Division 1 generally do not apply to this project. The AIA A101 Standard Form and AIA A201 General Conditions of the Contract take precedent.
 2. Section 1-01, Definitions and Terms, is amended to delete any definitions, terms, or other conditions that are not required to properly interpret provisions of Divisions 2 through 9 of the WSDOT Standard Specifications or the WSDOT Standard Plans that are included in this Contract.
 - a. All references to "Engineer" or "Project Engineer" throughout this Section shall mean "Construction Manager".
 - b. All references to "Contract Plans" throughout this Section shall mean "Contract Documents".
 - c. All references to "Contracting Agency" throughout this Section shall mean "Owner".
 - d. 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 "Owner".
 - e. All references to the terms "State" or "state" shall be revised to read "Owner" unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.
 - f. All references to "State Materials Laboratory" shall be revised to read "Owner designated location".
 - g. All references to "final contract voucher certification" shall be interpreted to mean the Owner form(s) by which final payment is authorized, and final completion and acceptance granted.
 3. Section 1-05.3, Working Drawings, is applicable in that some elements of the work may require submittal of Working Drawings as specified in the WSDOT Standard Specifications, this section is supplemented with the following.
 - a. Action submittals are submittals requiring responsive action and return of reviewed documents to Contractor. They include Type 2, Type 2E, Type 3, and Type 3E submittals as defined in WSDOT Standard Specifications.
 - b. Informational submittals are submittals that require review by the Construction Manager, but they do not require Construction Manager's responsive action and return of reviewed documents to Contractor, provided submittals comply with requirements. If rejected, submittals with responsive action must be returned to Contractor. They include Type 1 submittals as defined in WSDOT Standard Specifications.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

3.1 COORDINATION OF WSDOT STANDARD SPECIFICATIONS AND CONTRACT DOCUMENTS

- A. Where there are conflicts between WSDOT Standard Specifications Divisions 2 through 9, and the requirements of the Contract Documents, the more stringent shall apply.

END OF SECTION 01256

SECTION 01260

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 REFERENCED SECTIONS

- A. Article 7 of AIA A201 General Conditions
- B. Section 01255 - Request for Interpretation

1.2 TYPES OF CHANGE AUTHORIZATIONS

- A. Changes to the Work detailed in the Contract Documents can be authorized in the following ways:
 - 1. **Field Directive (FD):** A Field Directive can originate from the Construction Manager or Owner to provide a Not-to-Exceed (NTE) cost when work will be accomplished on Force Account. The Construction Manager will request a cost Proposal from the Contractor. Once the Contractor's Proposal has been negotiated and agreed on, and signed by the Owner, the Contractor is issued a Field Directive and is authorized to proceed with the Work as specified. The final impacts of any Field Directive will be reconciled formally via Change Order.
 - 2. **Proposed Change Order (PCO):** A PCO may be issued to provide drawing revisions/exhibits/sketches, or to formalize a response to a Contractor Request for Information (RFI) that may have cost or schedule implications. The Construction Manager will issue the changed documents via PCO, and the Contractor will review and provide a response with proposed cost and schedule impacts. Once the Contractor's Proposal has been negotiated and agreed on, the PCO may result in the issuance of a Field Directive; if the PCO results in a lump sum amount, it may not require a Field Directive and will instead be included in a Change Order directly. The final impacts of any PCO will be reconciled formally via Change Order.
- B. **Change Orders (CO)** are comprised of previously issued Field Directives and/or Proposed Change Orders. Once executed by the Owner and the Contractor, each Change Order becomes a formal modification to the original Contract. The Contractor may not request payment for, and the Owner will not pay for, any changed work until payment is authorized via an executed Change Order.

1.3 GENERAL REQUIREMENTS

- A. Only an authorized signatory of the Contractor may execute Field Directives and Change Orders.
- B. Contractor has the responsibility to inform the Owner of any condition the Contractor believes to be a "changed condition" or a condition differing from the intent of the Contract Documents in accordance with AIA Document A101, 2017 Standard Form of Agreement Between Owner and Contractor and AIA Document A201, 2017 General Conditions of the Contract.
- C. Should the Contractor, of its own volition, perform modifications or make a change installation without an Owner-approved Change Order, Proposed Change Order, or Field

Directive, it shall be understood that the Owner is under no obligation to pay for such work.

- D. If the Contractor finds it necessary to generate a request for a change it should be in the form of a Request for Interpretation (RFI), and the Owner may ask for a Request for Proposal or if the Owner disapproves the request, the reason for disapproval will be stated in the RFI response.

1.4 PROPOSAL CONTENT

- A. Regardless of who originates the information, all Change Proposals must have the content described below.
- B. A description of the Work:
 - 1. Detailed description of changes, material and equipment, and location of change in project.
 - 2. Reason for making the changes.
 - 3. Supplementary or revised drawing and specifications, and/or references to applicable existing Drawing sheets and Specifications.
 - 4. Projected time span for making changes.
 - 5. Statement as to whether overtime work is authorized. If not noted, overtime is assumed not to be authorized.
- C. If a change in the work involves a change to the schedule's Critical Path, the Contractor must provide documentation and justification with each proposal with sufficient data to allow evaluation of the impacts to Critical Path.
- D. Cost Information
 - 1. State whether or not there is a cost impact (added cost, or credit) to the change.
 - 2. Proposed costs should be divided by established bid items if relevant, with any new items of work broken out in detail, and substantiated in one of two ways:
 - a. **Exact Lump Sum proposal.** The Contractor shall provide an organized, detailed cost estimate, including full breakdown and documentation for all costs, including those of the Contractor, Subcontractors, and lower-tier Subcontractors.
 - b. **Force Account:** A Field Directive may call for work or material to be paid for by Force Account, if a lump sum bid is not practical or agreed on. If so, payment by Force Account is to reimburse the Contractor for all costs associated with the work, including costs of labor, small tools, supplies, equipment, specialized services, materials, applicable taxes and overhead and to include a profit commensurate with those costs.
 - 3. Allowable Markups for Changes (Applicable to both Lump Sum and Force Account work):
 - a. Overhead and Profit

- i. The allowed Overhead markup shall cover all indirect project costs, including but not limited to: project overhead, general company overhead, profit, bonding, insurance, Business & Occupation tax, and any other costs incurred.
 - ii. The Contractor shall be allowed a maximum of 15% Overhead and Profit on the cost of craft labor, equipment, small tools and materials for self-performed Change Order work.
 - iii. The Contractor shall be allowed a maximum of 5% Overhead and Profit on the cost of craft labor, equipment, small tools and materials for Subcontractor or Specialized Service Change Order work.
 - iv. A Subcontractor or Specialized Service shall be allowed a maximum of 15% of the cost of craft labor, equipment, materials, and small tools for overhead and profit for performing Change Order work.
 - b. Applicable permit fees, sales, use or similar taxes related to the Work.
- E. All cost estimates must be signed and dated by the Contractor, and must specify the period of time during which the cited prices will be valid.

1.5 FORCE ACCOUNT

The amount to be paid under a Force Account shall be determined as shown below:

A. For Labor:

Labor reimbursement calculations shall be based on a "Force Account Labor Rate List" (List,) prepared and submitted by the Contractor and by any Subcontractor before that firm commences force account work. Once a List is accepted by the Owner, it shall be used to calculate force account labor payment until a new List is submitted and approved.

To be approved, the List must be accurate and meet the requirements of this section. It shall include regular time and overtime rates for all employees (or work classifications) expected to participate in force account work. The rates shall include the basic wage and fringe benefits, the current rates for Federal Insurance Compensation Act (FICA), Federal Unemployment Tax Act (FUTA) and State Unemployment Tax Act (SUTA), the company's present rates for Medical Aid and Industrial Insurance premiums.

Provide daily reports of work performed. Detail labor, equipment, materials and markups using the same provisions as described in other parts of this section.

Reference this section, 1.4 D, for allowable markups for changes.

B. For Materials:

The Owner will reimburse invoice cost for Contractor-supplied materials. For the purpose of this provision, "Materials" shall include those items incorporated into the work, supplies used during the work and items consumed. This cost shall include freight and handling charges and applicable taxes. Before work is started, the Owner may require the Contractor to obtain multiple quotations for the materials to be utilized and select the vendor with prices and terms most advantageous to the Owner.

To support the prices, the Contractor shall attach valid copies of vendor invoices. If invoices are not available for materials from the Contractor's stocks, the Contractor shall certify actual costs (at a reasonable level) by affidavit. The Owner will review the prices and any Contractor-proposed corrections and, if reasonable, accept the completed

list. Once approved, the prices will be utilized in the calculation of force account reimbursement for materials.

If, in the case of non-invoiced materials supported by Contractor affidavit, the price appears to be unreasonable, the Owner will determine the cost for all or part of those materials, utilizing the best data available.

The Owner reserves the right to provide materials. In this case, the Contractor will receive no payment for any costs, overhead, or profit arising from the value of the materials themselves. Additional costs to handle and place the Owner-furnished material shall be compensated as described in this specification.

Reference this section, 1.4 D, for allowable markups for changes.

C. For Equipment:

The Owner will reimburse the Contractor for the cost of equipment utilized in the work. The equipment provided by the Contractor shall be of modern design and in good working condition. For the purpose of this provision, "provided" shall mean that the equipment is owned (either through outright ownership or through a long-term lease) and operated by the Contractor or Subcontractor or that the equipment is rented and operated by the Contractor or Subcontractor.

The amount of payment for any Contractor-owned equipment that is utilized shall be determined according to the rates listed in the current Rental Rate Blue Book-and shall be full compensation for all fuel, oil, lubrication, ordinary repairs, maintenance, and all other costs incidental to furnishing and operating the equipment except labor for operation and Indirect Costs as indicated in the Rate Element Allocation Tables. Contractor shall submit these rates prior to beginning any Force Account work.

Payment for rented equipment will be made on the basis of a valid invoice, covering the time period of the work. Before work is started, the Owner may require the Contractor to obtain multiple quotations for the rental of equipment to be utilized and select the vendor with prices and terms most advantageous to the Owner. In the event that prior quotations are not obtained and the vendor is not a firm independent from the Contractor or subcontractor, then after-the-fact quotations may be obtained by the Owner from the open market in the vicinity and the lowest such quotation may be used in place of submitted invoice.

Reference this section, 1.4 D, for allowable markups for changes.

D. For Services:

Compensation under force account for specialized services shall be made on the basis of an invoice from the providing entity. A "specialized service" shall be one which is typically billed through invoice in standard industry practice. Before work is started, the Owner may require the Contractor to obtain multiple quotations for the service to be utilized and select the provider with prices and terms most advantageous to the Owner.

In the event that prior quotations are not obtained and the service invoice is submitted by a subcontractor, then after-the-fact quotations may be obtained by the Owner from the open market in the vicinity and the lowest such quotation may be used in place of the submitted invoice.

Reference this section, 1.4 D, for allowable markups for changes.

When a supplier of services is compensated through invoice, but acts in the manner of a subcontractor, as described in Section F of this provision, then markup for that invoice shall be according to Section F. "For Contractor Markup on Subcontractor's Work".

E. For Mobilization:

Force account mobilization is defined as the preparatory work performed by the Contractor including procurement, loading and transportation of tools and equipment, and personal travel time (when such travel time is a contractual obligation of the Contractor or a customary payment for the Contractor to all employees). Mobilization also includes the costs incurred during demobilization. Pro-rata adjustments may be made when the mobilization applies to both force account and other contract work.

The Owner will pay for mobilization for off-site preparatory work for force account items provided that notice has been provided sufficiently in advance to allow the Owner to witness the activity, if desired. Any costs experienced during mobilization activities for labor, equipment, materials or services shall be listed in those sections of the force account summary and paid accordingly.

F. For Contractor Markup on Subcontractor's Work:

When work is performed on a force account basis by one or more approved subcontractors, by lower-tier subcontractors or suppliers, or through invoice by firm(s) acting in the manner of a subcontractor, the Contractor will be allowed an additional 5 percent markup, applied to the costs computed for work done by each subcontractor through Sections B, C, D, and E, to compensate for all administrative costs, including project overhead, general company overhead, profit, bonding, insurance, Business & Occupation tax, and any other costs incurred.

A firm may be considered to be acting as a subcontractor when the Owner observes one or more of the following characteristics:

- a. The person in charge of the firm's activities takes an active role in managing the overall project, including extensive coordination, interpretation of plans, interaction with the Owner or management of a complex and interrelated operation.
- b. Rented equipment is provided fueled, operated and maintained by the firm. Operators of rented equipment are supervised directly by the firm's representative. There is little interaction between the Contractor and the employees of the firm.
- c. The firm appears to be holding the risk of performance and quality of the work.
- d. The firm appears to be responsible for liability arising from the work.

The amounts and markup rates shall be calculated separately for each subcontractor on each force account item established. The markup allowances for the subcontractor's work will not exceed the markups allowed for the Contractor for self-performed work, and must be substantiated by daily reports for labor materials and equipment in the same manner as required for the Contractor's self-performed work.

The payments provided above shall be full payment for all work done on a force account basis. The calculated payment shall cover all expenses of every nature, kind, and description, including those listed above and any others incurred on the work being paid through force account. Nothing in this provision shall preclude the Contractor from seeking an extension of time or time-related damages to unchanged work arising as a result of the force account work. The amount and costs of any work to be paid by force account shall be checked by the Owner, and the result shall be final.

An item which has been bid at a unit price or lump sum in the Change Proposal will not be paid as Force Account. Items which are included in the Change Proposal as Force Account or which are added by change order as Force Account may, by agreement of the parties at any time, be converted to agreed unit prices or lump sums applicable to the remaining work.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION
(attached documents)

FIELD DIRECTIVE

Culvert Replacement, Bridge, and Riparian Construction
Sandpiper East Apartments, Kelsey Creek, Bellevue WA
King County Housing Authority
600 Andover Park West
Seattle, WA 98188

Contractor:
FD No.: #0
Date:
Sheet: 1 of 1
Project No.: JE2400308

The Contractor is hereby instructed to proceed as follows:	
It is agreed that work associated with this Change Order shall be accomplished:	
<input type="checkbox"/> With no change to contract price.	
<input type="checkbox"/> A <u>Not-to-Exceed</u> value of \$(XXX). This Field Authorization represents a limited notice to proceed. The Contractor is obligated not to exceed this amount without additional <u>written</u> authorization from King County Housing Authority. The final cost for the work associated with this Field Authorization shall be reconciled by Change Order.	
Cost Data shall be supported by one of the following methods in accordance with the General Conditions.	
<input type="checkbox"/> Fixed Price	
<input type="checkbox"/> Unit Price (Bid items if <u>applicable</u> : _____)	
<input type="checkbox"/> Actual Cost of labor, materials and equipment, along with other <u>job related</u> costs necessary to accomplish the work	
<input type="checkbox"/> Other: _____	
It is further agreed that the work shall affect Contract Time as follows:	
<input type="checkbox"/> With no change on <u>Substantial</u> Completion date.	
<input type="checkbox"/> With X (X) days added to the Substantial Completion date.	
Contractor Acceptance:	Owner's Representative Approval:
_____	_____
Date	Date
Project Manager	Project Manager



AUTHORIZATION FOR CHANGE ORDER

DEPARTMENT: _____ CHANGE ORDER #: _____
 PROJECT: _____ DATE: _____
 CONTRACT NUMBER: _____
 COMPANY: _____ POTENTIAL CHANGE ORDERS: _____
 INITIATED BY: _____

THE CONTRACT IS MODIFIED AS FOLLOWS:

CHANGE ORDER TOTAL:

1. The Original Contract Sum	
2. The Net Change by previous Change Orders	
3. The Contract Sum prior to this Change Order	\$ -
4. The Contract Sum will be Increased / Decreased in the Amount of	\$0.00
5. The New Contract Sum including this Change Order will be	\$ -
6. The Contract is extended through	per schedule

This Additional Authorization was not anticipated with the Original Procurement and is Subject to the Conditions Herein Set Forth as Follows:

- A. The work, as modified by the Authorization, remains subject to all contract provisions.
- B. This Authorization settles all Company/Non-Profit claims related to the work described herein.

NOT VALID UNTIL SIGNED BY KCHA
 Signature of the Company indicates their agreement herewith including any adjustment in the Contract Sum or Contract Time.

_____	King County Housing Authority
Company	Company
_____	600 Andover Park W
Address	Address
_____	Tukwila, WA 98188-3326
By: _____	By: _____
Date: _____	Date: _____

SECTION 01412
PERMITS, EASEMENTS, INSPECTIONS
RESPONSIBILITIES

PART 1 - GENERAL

1.1 OWNER'S RESPONSIBILITIES

- A. The Owner will or has obtained the following permits:
 - 1. Fish Enhancement Hydraulic Project Approval
 - 2. U.S. Army Corps of Engineers Nationwide Permit
 - 3. City of Bellevue Flood Plain Permit Approval
 - 4. City of Bellevue Utility Extension Agreement
- B. The Owner has obtained a temporary Construction easement from one of the private property owners to the north as shown in the Contract Documents.

1.2 CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor shall comply with all applicable terms and conditions of the permits and easements.
- B. Work under this contract is subject to special regulatory licensing, certifications, training, and documentation requirements including, but not limited to: material abatement, waste management, worker health and safety, and other environmental, health, and safety regulations and laws.
- C. Obtain all waste management, or other permits required for the Work. The Contractor shall pay all other costs associated with this work, not specifically the responsibility of the Owner as stated above. Comply with all applicable terms and conditions therein, and fully coordinate with agencies to comply with permit requirements. Provide copies of the permits to the Construction Manager before working in areas covered by these permits.
- D. Post all permits at the site of work.
- E. Provide Construction Manager with a copy of each permit as soon as it is issued and also with the signed-off and fully executed permits following completion of construction.
- F. Pay for all second-time and later inspections required due to unacceptable work.

PART 2 - PRODUCTS

Not used.

END OF SECTION

SECTION 01510

TEMPORARY UTILITY SERVICES

PART 1 - GENERAL

1.1 DESCRIPTION OF THE WORK

- A. The Contractor shall coordinate with franchise utility providers to confirm wiring has been removed through work area before construction and Contractors demolition. Puget Sound Energy will remove wiring between transformers on either side of the project site prior to commencement of demolition. Comcast will remove and relocate wiring to be overhead between building structures on the south edge of the worksite. Lumen has confirmed no active wiring in existing conduits to be demolished by Contractor.
- B. The Contractor shall coordinate cutting and capping of the City of Bellevue water line in the vicinity of the work site. Reference approved water main sequencing in the Contract drawings, ensuring the fire hydrant in the vicinity of the project is operable throughout construction.
- C. All costs and fees for coordination with franchise utilities shall be borne by the Contractor.
- D. If utility services such as water or power are needed by Contractor and available from the Owner, the amount of each utility service consumed shall be charged to and paid for by the Contractor at prevailing rates charged to the Owner plus administrative fees, if any. The Contractor shall carefully conserve any utilities furnished without charge. The Contractor is responsible to provide metered distributions of any Owner-provided utilities for validation of reimbursement. Comply with regulations for obtaining services or supplies and for the discharge of liquid and dry wastes, including control of runoff.
- E. The Contractor, at its expense and in a manner satisfactory to the Owner and to the utility provider, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges.
- F. All temporary connections, distribution lines, meters, and associated paraphernalia must be removed, at the Contractor's expense, before Final Acceptance of the Work.

1.2 TELEPHONE SERVICE

- A. Provide, for Contractor's own use, telephone service with capability of phone and facsimile service, at the construction site. Cellular service is acceptable as telephone service.

1.3 WATER SERVICE

- A. The Contractor shall provide an adequate supply of water for drinking and construction purposes, including any temporary piping required, meters, and pressure-reducing stations.
- B. Water for construction purposes is available from the local utility provider(s) through the public main within the project site. Contractor is responsible for contacting, coordinating, and permitting as needed with those agencies, to provide and pay for water for construction, and shall meet all requirements of those agencies.

- C. Temporary Water Service Connection: All connections to any water system shall be metered and include backflow protection. Valves shall be temperature and pressure rated for operation of the temperatures and pressures encountered.
- D. After completion of use, connections and fittings shall be removed without damage or alteration to existing water piping and equipment.
- E. Leaking or dripping valves shall be piped to the nearest drain or located over an existing sink or grade where water will not damage existing finishes or equipment.

1.4 ELECTRICAL AND LIGHTING SERVICE

- A. Contractor shall provide generator power, or coordinate with Puget Sound Energy to provide temporary on and off site power to complete Contractor's work. Coordinate this effort, and locations with Engineer and Owner. Generator and temporary power shall be provided at the Contractor's expense.
- B. Comply with applicable NEMA, NECA and UL standards and governing regulations for materials and layout of temporary electric service.
- C. Lamps and Light Fixtures: Provide general-service lamps of wattage required for adequate illumination. Protect lamps with guard cages or tempered glass enclosures where fixtures are exposed to breakage by removal operations.
- D. Provide and install weatherproof, grounded temporary electrical power service and distribution system of sufficient size, capacity and power to accommodate performance of the work.
- E. Provide temporary lighting adequate to provide sufficient illumination for safe work and traffic conditions in every work area. Provide sufficient alternative lighting in all work areas to allow for safe egress in the event of power failure.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

SECTION 01550

USE OF CONSTRUCTION SITE AND RESTORATION

PART 1 – GENERAL

1.1 RELATED SECTIONS

- A. 01110 - Statement of Work
- B. 01552 - Temporary Traffic Control
- C. 01565 - Site Safety and Security
- D. 01570 - Temporary Environmental Controls
- E. 02300 - Earthwork
- F. 02370 - Erosion and Sedimentation Control

1.2 GENERAL USE

- A. Conduct operations to ensure minimum interference with traveled ways, with site occupants and visitors, and with other contractors working on site.
- B. See sketch at end of Specification Section 01110 Statement of Work for temporary construction access, laydown and haul route restrictions.

1.3 CONTRACTOR'S SITE UTILIZATION PLAN

- A. Contractor shall submit a Site Utilization Plan for review and acceptance by the Owner, as a section of the Work Plan (Refer to Specification Section 01110). The Site Utilization Plan shall include but not be limited to the following topics:
 - 1. Laydown area(s)
 - 2. Cutting areas
 - 3. Contractor facilities
 - 4. Parking
 - 5. Fencing
 - 6. Staging
 - 7. Haul routes
 - 8. Material stockpile locations
 - 9. Establishing an emergency services staging area. Coordinate location with Owner.

1.4 CONSTRUCTION SIGNS

- A. Commercial, Contractor, or advertising signs shall not be allowed on the site, other than way-finding signs.

1.5 COORDINATION WITH OTHER CONTRACTORS

- A. Contractor shall limit its activities to the work and staging areas in its accepted Site Utilization Plan, and avoid interfering with existing rights-of-way or concurrent construction activities by others.

- B. Contractor shall coordinate their work and the use of the Sandpiper East Apartments site with:
 - 1. Property management's maintenance employees.
 - 2. Contractors working for an AHJ or utility provider.

1.6 COORDINATION WITH ADJACENT PROPERTY OWNERS

- A. Coordinate with adjacent property owners and tenants/residents to minimize disruption to their activities, and repair impacted property and facilities on the adjacent property Owners'/tenants' land. **NOTE: ALL CONTACT, WRITTEN OR VERBAL, WITH ADJACENT PROPERTY OWNERS AND TENANTS/ RESIDENTS, MUST BE PRE-APPROVED BY THE OWNER.**
- B. See more specifics about coordinating with others' use of the site, and roads that are opened or closed to Contractor's use, in Specification Sections 01110 and 01552.

1.7 MATERIAL STOCKPILES

- A. Protect all stockpiles in accordance with TESC requirements (Refer to Sections 02300 and 02370).

1.8 PARKING AND STAGING AREAS AND RESTORATION

- A. Use only the areas identified in the accepted Site Utilization Plan for staging, material stockpiling, equipment storage, and parking of construction vehicles.
- B. All Contractor's staging, including but not limited to parking, job trailer, and material laydown, shall be contained within the approved Site Utilization plan. Contractor is responsible to construct laydown limited to the area shown in sketch located in Specification Section 01110. The Contractor will be responsible to provide a Certified Erosion Control and Sediments Leads (CECSL) for the project and manage the permit on the Owner's behalf for the duration of construction activities. The contractor will, at its own cost and expense, implement the erosion control measures provided for in the Construction Documents and Plans, and will be responsible for any necessary changes to the BMPs, making sure the site is performing properly. This area may be used for Contractor's work force parking, laydown, and office space. Contractor shall provide the following for the designated area:
 - 1. TESC measures per the Contract Documents;
 - 2. Stabilized construction entrances with gates for the area. Locations of entrances to be coordinated with Owner.
- C. On-site parking for non-construction and employee vehicles, as well as for equipment, will be permitted only in areas shown on the accepted Site Utilization Plan. All Contractors' employee cars, other private vehicles, Subcontractors vehicles, and Subcontractors equipment within the site, shall be parked in a legal manner and shall not impede parking and access for users of the site, or for surrounding businesses, homes, or municipalities.
- D. Contractor shall restore any existing asphalt paved areas used for staging and laydown by providing a minimum 2" HMA overlay in these areas upon completion of the project and parking lot striping replaced to match pre-project conditions. Contractor shall replace any removed or damaged concrete curb in areas of staging and laydown upon completion of the project.
- E. Contactor shall be responsible for obtaining and paying for any off-site staging area.

Promptly remove from the site, all equipment and vehicles no longer required to perform the work under this Contract. Failure to remove said equipment and vehicles from the site will result in the Owner arranging for their removal and storage outside the site at the Contractor's expense.

1.9 CONTRACTOR'S SALVAGE AND DEBRIS REMOVAL, AND CLEANUP

- A. Waste material and refuse shall be removed and disposed of properly off site by the Contractor.
- B. Keep the work area clean and orderly. Clean the site and remove all debris daily, or more often if so directed by Owner. The Owner reserves the right to direct Contractor to stop activities and direct clean-up as necessary to maintain site cleanliness. Such action shall not be cause for a claim for delay or extra compensation.
- ~~C.~~ Contractor to keep all hard surfaces in and around the project site free from dirt and debris at all times.

CONTRACTOR'S OFFICE

- A. During the performance of this contract, the Contractor may elect to maintain a suitable office at the site of work, which shall be the headquarters of the representative authorized to receive drawings, instructions, or other communications or articles. Location of the office to be per the accepted Site Utilization Plan. The Owner may require the Contractor to relocate their office(s) during the course of the Project, at the Contractor's expense.
- B. Communications given to the Contractor's Representative or delivered at the site office in the Contractor's absence shall be deemed to have been delivered to the Contractor.
- C. Copies of the permits, Drawings, specifications, and all other Contract Documents shall be kept at the site office and available for use at all times.
- D. The Contractor shall provide all pertinent project contact information (names, titles, telephone and facsimile numbers, and email addresses), to the Engineer as soon as the information become available.
- E. The Owner's copier will not be available to the Contractor.

1.10 SANITARY FACILITIES

- A. Provide toilet and wash-up facilities for the work force at approved location(s) at the site. Comply with applicable laws, ordinances, and regulations pertaining to public health and sanitation. Where permitted by governing regulations, provide single-occupant self-contained toilet units of either chemical aerated, recirculation type or combustion type; glass fiber reinforced polyester enclosure; equipped with both urinal and stool fixtures. Supply units with tissue and, where not located near separate wash facilities, supply with wet-type hand towels and waste containers. Provide the quantity of units required by codes. Toilet facilities shall be lockable and shall remain locked except while the Contractor is on-site.
- B. Dispose of wastes on a minimum weekly basis, or more frequent if required, preventing unhealthy and/or smelly conditions.

PART 2 - PRODUCTS

Not used.

END OF SECTION

SECTION 01552

TEMPORARY TRAFFIC CONTROL

PART 1 - GENERAL

1.1 SUMMARY

- A. Conduct operations to ensure minimum interference with traveled ways, with site occupants and visitors, and with other Contractors working on site.
- B. The work consists of furnishing, erecting, and maintaining temporary barricades, signs, flaggers, lights, detours, and other safeguards necessary to protect life, health, and safety of the public during performance of project work.
- C. Access to property shall be maintained at all times for all tenants, utility providers and emergency services.
- D. The Contractor is responsible for obtaining a ROW use permit if required for oversize deliveries such as bridge girders.
- E. Contractor commercial or advertising signs shall not be allowed on the site.

1.2 REFERENCE STANDARDS

- A. This section incorporates by reference the latest revisions of the following documents. They are part of this section as specified and modified. In case of conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail. Traffic Control Plan and operations of the Contractor's forces shall follow the requirements of these standards.

<u>Reference</u>	<u>Title</u>
WSDOT	2024 Standard Specifications for Road, Bridge, and Municipal Construction, latest edition, especially Sections 1-07.23 and 1-10.
MUTCD	U.S. Department of Transportation, Federal Highway Administration: Manual on Uniform Traffic Control Devices, Part VI "Work Zone Traffic Control Standards and Guidelines", latest adopted and as amended by Washington State.

1.3 AGENCY AND PROPERTY OWNER/TENANT COORDINATION AND NOTIFICATIONS

- A. Coordinate all work to offer the least possible obstruction and inconvenience to public, residents, and other construction activities.
- B. Inform individual property owners and tenants at least 72 hours in advance of beginning work directly affecting the use of the property in any way. Make appropriate arrangements to minimize, or eliminate, inconveniences to the satisfaction of the individual owners or household residents. **NOTE: ALL CONTACT, WRITTEN OR VERBAL, WITH ADJACENT PROPERTY OWNERS AND TENANTS/RESIDENTS, MUST BE PRE-APPROVED BY THE OWNER.**

- C. Notifications regarding work performed in street areas shall be in such detail as to give the time of commencement and completion of the work, names of streets to be closed, schedule of operation, routes of detours, etc.
- D. Notify, in writing, local fire and law enforcement authorities and other affected agencies, not less than 48 hours prior to construction operations which will deviate or delay traffic from the existing traffic patterns, so that these agencies may reroute emergency vehicles as necessary.
- E. **NOTE: ALL WRITTEN NOTICES, VERBAL INTERACTIONS, AND REQUESTS WITH ADJACENT PROPERTY OWNERS AND TENANTS/RESIDENTS, AUTHORITIES, AND AGENCIES SHALL BE IMMEDIATELY COPIED TO OWNER.**

1.4 ACCESS

- A. Maintain convenient pedestrian, vehicle, and emergency access at all times to residents. If access is required in the immediate work area, make provision in the operation to provide requested access.
- B. Parking indicated for allowable temporary closure in Section 01110 Statement of Work shall be safely fenced off as indicated. Accessible walking access shall be maintained to all units.
- C. Provide for passage and access of emergency vehicles, police, fire, ambulance, and disaster units at all times. Assume liability for damages resulting from failure to provide said access.
- D. Maintain ADA accessible route requirements.

1.5 CONSTRUCTION AND MAINTENANCE OF DETOURS

- A. Provide a detour with adequate signage to route vehicle traffic around the work zone as indicated in Section 01110 Statement of Work.
- B. Construct, maintain in a safe condition, keep open to traffic the detour route throughout the closure.
- C. Closure of the driveway at the project work site is not allowed until the detour signage is in place and approved by the Construction Manager.
- D. Check each item utilized for traffic control and restore or replace items that have been damaged or are not functioning properly.

1.6 FLAGGING, SIGNS, AND OTHER TRAFFIC CONTROL DEVICES

- A. Provide and maintain barriers, cones, guards, barricades, and construction warning and regulatory signs, and flaggers as are necessary to warn and protect the public and construction crews at all times from injury or damage as a result of the Contractor's operations.
- B. Take effective measures necessary to protect other portions of the work during construction and until completion. This includes providing and maintaining necessary barricade lights, construction signs, guards, temporary crossovers, and flaggers.

- C. Flagger Qualifications and Orientation: Where flaggers are employed by the Contractor to safeguard traffic, the flaggers shall use equipment in accordance with the applicable standards. All flaggers shall be currently certified as a Washington State traffic control flagger, and must carry their certification card at all times. The Contractor shall assume full responsibility for Flagger orientation and training in accordance with WAC 296-155-305.
- D. Provide and maintain standard signs, as well as other appropriate signs prescribed by the Contractor's Site Utilization Plan (Refer to Section 01550 Use of Construction Site) and Traffic Control Plan, as applicable and necessary for the work. Erect signs on posts and supports and maintain them in a neat and presentable condition until the necessity for them has ceased. When the need for a sign has ceased and take down the signs and remove them from the site. Signs necessary for nighttime traffic control or remaining in place during hours of darkness shall be fully reflectorized.
- E. Supply and maintain signs with special or non-standard messages as required to properly convey information to the motorist or pedestrian. The Contractor shall be responsible for installing and maintaining these signs, and removing them when the Work is complete. Signs shall be in accordance with the requirements of the standards referenced above.
- F. Safeguard and direct traffic after the existing signs have been removed. Preservation and maintenance of traffic control and street name signs not scheduled for removal shall be the sole responsibility of the Contractor. Signs and other traffic control devices damaged or lost by the Contractor shall be replaced or repaired by the Contractor at no cost to Owner. The option of whether a sign can be repaired or replaced will be either the Owner's, or the Agency Having Jurisdiction's, and such decision shall be final and binding on the Contractor.

1.7 TRENCHES AND EXCAVATIONS

- A. All unattended excavations shall be properly barricaded and covered at all times. Contractor shall not open any trenches that cannot be completed and refilled that same day. If trenches must remain open overnight, they shall be covered by a temporary anchored steel plate, at Contractor's expense. Warning signs shall be used to alert motorists of the presence of the steel plates. Steel plates shall have a wedge of suitable material placed for a smooth transition between the existing surface and the steel plate.
- B. When a plate is removed, it shall be stored safely, and Contractor shall remove any temporary mix from roadway, and restore roadway to previous condition, or newly constructed condition, whichever is applicable.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

SECTION 01563
TREE PROTECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Work includes the protection of trees designated to remain, as indicated in Contract Documents. Work includes, but is not necessarily limited to:
 - 1. Plan and execute operations carefully so as to avoid damage to saved trees.
 - 2. Protecting existing trees (with or without tree protection fencing) indicated on the Drawings to remain.
 - 3. Prevention of motorized equipment within critical root zone (CRZ) (with or without tree protection fencing)
 - 4. Relocating or adding to existing tree protection fencing so the entire CRZ or drip line, whichever is greater, is completely protected.
- B. Furnish all labor, materials, equipment, and supplies and perform all operations required for work near existing trees in order to address tree protection.

1.2 RELATED SECTIONS

- A. Coordinate related work specified in other parts of the Contract Documents.

1.3 REFERENCES

1.4 DEFINITIONS

- A. Critical Root Zone (CRZ): The CRZ is designated as starting at the center of the trunk of the tree and having a radius measuring one foot in length for every inch of tree diameter. Tree diameter shall be measured at 4.5 feet above grade at base of tree.
- B. Drip line: The drip line is designated as the line on the ground of points projected vertically from the ends of farthest branches of the tree.

1.5 SUBMITTALS

- A. Prepare a Tree Protection Plan addressing how tree protection shall be carried out within the project area and the areas within 25 feet of CRZ project work areas. Submit Plan as part of Work Plan (Refer to Section 01110 – Statement of Work). The Plan shall include the following:
 - 1. Procedure and schedule for installation of tree protection.
 - 2. Contractor shall timely identify pruning work necessary to allow reasonable clearance for performance of the contract work. Any limb removal required to access the work zone shall be identified and communicated to the Owner. Owners arborist shall have the authority to deny the request if detrimental to the health of the tree. If limbing is denied, contractor shall provide another approach to the scope of work.
 - 3. Provide written and graphic plan identifying the above elements.

PART 2 - PRODUCTS

2.1 TREE PROTECTION FENCING

A. Snow Fence

1. Provide snow fence, with any associated materials to install a 4-foot high, high visibility component around new and existing tree protection..
2. Plastic Snow fence shall be SF50-48100 – Orange or approved equivalent.

2.2 TREE PROTECTION MULCH (WOODCHIPS)

- A. Wood chips shall consist of fir, hemlock or hardwood species chipped to a size 3 inches or less. Fines shall not exceed 25 percent of the mix.
- B. Do not contaminate wood chips with plastic, metal, toxic materials, or other non-biodegradable material.
- C. Chipped material that is stocked piled on site by the Owner as shown on the sketch is acceptable and available for use.
- D. Where vehicular access is required within the CRZ of a preserved tree, the soil shall be protected with 18 inches of wood chips and/or plywood sheets to protect from soil compaction and damage to roots of retained trees.

2.3 FILL SOILS FOR AREAS WITHIN CRZ

- A. 3-Way Free Draining Imported Topsoil.

PART 3 - EXECUTION

3.1 ROOT PROTECTION, AND WORK WITHIN THE CRZ

- A. No work will be allowed within the CRZ of a retained tree, (with or without protection fence), unless specifically requested prior to the work being performed, and if approved, will be on an individual basis.
- B. If work is authorized within a CRZ, great care shall be exercised when working within the CRZ. Upon completion, restore the mulch (wood chips) to maintain 3 inches depth in order to minimize soil compaction and damage to roots.
- C. Do not allow heavy equipment within the CRZ. Perform any heavy equipment work from angles and directions that minimize compaction to tree roots outside the critical root zone. Tie back all flexible limbs and overhead branches which may, in the opinion of the Owner's Arborist or the Owner, be damaged by the passage or activity of equipment. Do not remove tree limbs without the written approval of the Owner's Arborist.
- D. Root Protection:
 - 1. If roots are exposed during operations, coordinate with the Contractor's Arborist to cut off roots cleanly with sharp saw or pruning shears. No pruning paint on trunk or root wounds is recommended. Severed roots shall be covered immediately after pruning with moist soil or coved with mulch and plastic until covered with soil. Excavation equipment operators shall take extreme care not to hook roots and pull them back toward retained trees.
 - 2. Hand dig trenches in areas with extensive roots. Leave roots larger than two (2) inches in diameter intact and undamaged.
- E. Filling within the outer CRZ shall be with material specified in 2.08 and shall be placed from the perimeter of the critical root zone and spread inward by raking. All earthwork operations within the critical root zone shall be in the tree protection plan and be approved by the Owner or the Owners Arborist prior to commencement of activity.
- F. Place tree protection signs at two locations on the fence of every protected tree with fence protection.
- G. Obtain Owner's and Owner's Arborist approval prior to the removal of any tree protection fencing and associated measures.

3.2 LOCATION OF TREE PROTECTION FENCE

- A. Maintain protective fence at the CRZ or the drip line, whichever is greater.
- B. Do not move tree protection fence and/or relocate without the approval of the Owner's Arborist. Notify Owner 48 hours in advance of the need to move a tree protection fence. Stake adjusted fencing location for review and approval by the Owner and the Owner's Arborist prior to the modification of the fencing. Restore fence and mulch, upon completion of use of area within protective fence. Owner or Owners Arborist may be required to be onsite during this work.

3.3 USE OF AREA WITHIN TREE PROTECTION FENCE

- A. Do not use area within protective fence for performance of work or storage. Use of the area within the fence shall be only as approved by the Owner.
- B. No changes to the drainage pattern within the CRZ are allowed. Alter no grades within the required area, with or without tree protection fencing.
- C. Protect root areas from runoff containing traces of oil, fuel, lubricating oil, and all other contaminants detrimental to tree health.
- D. Do not store materials potentially harmful to tree roots within 20 feet of protected areas. Potentially harmful materials include, but are not limited to: petroleum products, cement and concrete materials, cement additives, lime, paints coating, waterproofing agents, form coatings, detergents, acids, and cleaning agents.

3.4 FENCE MAINTENANCE

- A. Maintain tree protection fence in specified locations in good condition. Fencing shall be immediately repaired when damaged, regardless of cause of damage.

END OF SECTION

SECTION 01564

PROTECTION OF PROPERTY

PART 1 – GENERAL

1.1 RELATED SECTIONS

- A. 01110 - Statement of Work
- B. 01552 - Temporary Traffic Control
- C. 01565 - Site Safety and Security
- D. 01570 - Temporary Environmental Controls
- E. 02300 - Earthwork
- F. 02370 - Erosion and Sedimentation Control
- G. 02220 - Demolition
- H. 02300 - Earthwork
- I. 02510 - Water Distribution Systems
- J. 16105 - Franchise Site Work

1.2 PROTECTION OF WORK AND EXISTING PROPERTY

- A. Contractor shall protect from damage existing site features to remain, including but not limited to: structures, property, cultivated or planted areas (both yard, and right-of-way landscaping), haul routes, sidewalks, driveways, curbs, pavements, utilities, adjoining property and structures; and provide bracing, shoring, or other work necessary for such protection.
- B. Contractor shall prevent dust or debris from entering into any adjacent areas. This shall include taking necessary measures to avoid tracking of dust and mud onto adjacent public or private streets & site finishes.
- C. Contractor shall record site conditions on narrated video prior to beginning work on the site. This video shall serve as a record of site conditions at time of receipt of the site from Owner. Submit one copy of video to Owner, and review with Owner, listing any existing damage or defects discovered -- prior to the start of site work. If this video record is lacking or not discussed with Owner, it will be assumed that existing facilities outside the scope of this contract are in good repair or new.
- D. **All damage due to the Contractor's operations, whether inside or outside the Project Boundary, and whether to private, public, or franchise utility property, shall be repaired and/or replaced to a condition equal to or better than that existing prior to the damage, at no cost to Owner.**
- E. Document and notify the Owner immediately of any damage caused by other contractors to work within or adjacent to the Contractor's Project Boundary.
- F. Contractor is hereby advised that the location of fences, trees and other landscaping, and other objects, if shown in the Contract Documents, is provided solely to provide warning of the probable location of said objects, and may not be precise or complete. Contractor shall satisfy himself/herself as to the exact locations before proceeding with the Work.

1.3 COORDINATION WITH ADJACENT PROPERTY OWNERS

- A. Except for the Temporary Construction Easement indicated in the Contract Documents, the Contractor shall stay off the adjacent private property to the north. **NOTE: ALL CONTACT, WRITTEN OR VERBAL, WITH ADJACENT PROPERTY OWNERS AND TENANTS/ RESIDENTS, MUST BE PRE-APPROVED BY THE OWNER.** See also Sections 01110 Statement of Work and 01550 Use of Construction Site.

1.4 MAINTAINING SERVICE TO OCCUPIED BUILDINGS AND UNITS

- A. Owner's operating personnel will be responsible for operating existing facilities throughout the performance of this contract. If it is necessary in the course of operating the facility for the Contractor to move its equipment and materials, or material included in the work, the Contractor shall do so promptly and place such equipment or material in an area that does not interfere with the facility operation. The Contractor shall not adjust or operate Owner's serviceable or functioning equipment or systems, except as specifically required by this Contract. The contact between Owner's operational personnel and the Contractor shall be through the Owner or its designee.
- B. Maintain all existing utility services to occupied units. Existing Owner's residences and facilities adjacent to the work and staging areas shown in the Contract Documents will remain occupied and in operation throughout the performance of this contract. Schedule and conduct the work to avoid shutdowns and interference with residents and normal facility operations, except as described in the Contract Documents.
- C. No temporary shutdowns are anticipated as part of this work. Coordinate all temporary shutdowns with Owner and AHJs, if such shutdowns are unavoidable. Notify the Owner in writing 72 hours in advance of the time it is necessary to take any utility out of service. The Contractor shall be responsible for providing temporary utility service, materials, and equipment as required to maintain continuous facility operation, except as otherwise specified. The integrity of existing facility utilities shall be maintained by the Contractor at all times, at their own expense.

1.5 PROTECTION OF ROADWAYS AND DRIVEWAYS

- A. Protect and do not damage existing sidewalks, curbs, gutter, aprons, driveways, and pavements outside the work limits or specified to remain within the scope limits.
- B. Maintain the existing illumination pattern for signs and roads at all times.
- C. Maintain existing signage at all times.

1.6 PROTECTION OF EXISTING UTILITIES

- A. Protect all existing utilities, both above and below ground, whether currently identified or unknown, from damage. Notify Owner immediately of utilities encountered which were not identified in the Contract Documents.
- B. It is to be understood that other above ground or underground facilities not shown in the Contract Documents may be encountered during the course of the work. The Contractor is responsible to coordinate, and pay all costs associated with locating all utilities. Existing utilities indicated in the Contract Documents have been plotted from the best information available to Designer. Information and data shown or indicated in the Contract Documents with respect to existing underground utilities or services at or contiguous to the project site are based on information and data furnished to Owner and Designer by owners of such underground facilities or others, and Owner, Designer, and Owner do not assume responsibility for the accuracy or completeness thereof. However,

regardless of the availability or unavailability of such information, Contractor is responsible for locating all utilities existing at the time they start construction.

- C. Contractor shall check with the utility companies concerning any possible conflict prior to commencing excavation in any area. Contractor shall resolve all crossing and clearance problems with the utility company concerned. No site work may begin until all facilities within the Project Boundary have been located and marked, at Contractor's expense.
- D. At least two (2) and not more than ten (10) Business Days prior to commencing any excavations for utility potholing or for any other purpose under this Contract, Contractor shall notify the Underground Utilities Location Center by telephone of the planned excavation and progress schedule. Contractor is also warned that there may be utilities on the project that are not part of the One Call system. They must be contacted directly by Contractor for locations. The Contractor is responsible for calling for and paying for all costs associated with locating utilities on private property (KCHA-owned or other non-public owned property) relating to their work.
- E. All utility valves, manholes, vaults, or pull boxes which are buried shall be conspicuously marked by the Contractor, in a fashion acceptable to the Owner, to allow their location to be determined by other parties or utility personnel under adverse conditions (inclement weather or darkness).
- F. Stake end points of all utility services. Color code and mark stakes to clearly identify utility types as directed.
- G. Proceed with sufficient caution to preclude damaging any utilities known or unknown.
- H. If utility conflicts occur, Contractor shall continue the construction process on other aspects of the project whenever possible. No additional compensation will be made to Contractor for reason of delay caused by the actions of any utility company and Contractor shall consider such costs to be incidental to the other items of the contract.
- I. In the event utilities are damaged during construction, temporary services or repairs must be made immediately to maintain continuity of service at the Contractor's expense. Under no circumstances shall damaged services be left un-repaired overnight.

1.7 POWER, GAS, TELEPHONE, AND CATV LINES

- A. Notify the affected companies prior to construction and make all necessary arrangements for protection of existing power, gas, telephone, and CATV lines in the vicinity of the work.
- B. Observe and investigate the presence of any electrical transmission lines that might impinge upon this work whether overhead or underground. Contractor shall consult utility owners and operators to determine the extent of any hazards and remedial measures required.
- C. Maintain equipment separation in all directions from primary power lines to remain, in accordance with AHJ and DOSH (formerly WISHA) regulations. If the Contractor requires that primary feeder lines be relocated to facilitate their operations, the Contractor shall pay all costs for the relocation.
- D. Notify the appropriate communications company seven (7) Days prior to work in the vicinity of aerial lines.

1.8 MARKING OF NEW AND EXISTING UTILITIES

- A. In addition to Contractor having all utilities field marked before starting work, Contractor shall have all utilities field marked after construction, if they are relocated in conjunction with this project.

1.9 USE OF OWNER'S EQUIPMENT

- A. The Contractor shall not use or operate any of Owner's equipment. The Contractor is specifically expected to provide to its employees all necessary tools, equipment, and materials which are necessary to complete the work of this contract.

1.10 ARCHAEOLOGICAL AND HISTORICAL OBJECTS

- A. In the event of discovery of a potential cultural resource, the Contractor shall stop work immediately and report to the Construction Manager.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

Section 01565

SITE SAFETY AND SECURITY

PART 1 - GENERAL

1.1 GENERAL RESPONSIBILITIES

- A. This Section outlines general requirements pertaining to security and safety, for Contractors performing work on this Project. It is up to the Contractor to provide and implement a Safety Program to meet the requirements below, and the requirements of all applicable laws and regulation, to result in a safe, accident-free work site.
- B. It is essential that the Contractor implement an effective and vigorous safety and health program to cover and protect all people on the construction site, including workers of Contractor and subcontractors of any tier, suppliers, Owner and their representatives, other contractors on the site, Agencies Having Jurisdiction (AHJ), visitors, and the public. It shall be understood that the full responsibility for providing a safe work place rests with the Contractor.
- C. Contractor shall, at its own cost and expense, protect at least (but not limited to) all entities listed above, from risk of death, injury, or bodily harm arising out of or in any way connected with the Work to be performed. Contractor shall take all necessary precautions for the safety of employees, staff, and other persons on the site of the Work. Contractor shall provide facilities, barricades, other safety and security devices, fencing, signage, demarcation, and services as necessary to effectively protect persons from injury, during the course of construction, and to maximize comfort to all persons using or visiting the site. The process for achieving this shall be shown in the written Safety and Health Program.
- D. The Contractor is also responsible for not impacting the health and safety of the public and residents adjacent to the project site, and/or along any haul or approach routes. The Program shall also include protection of all persons entering onto the Project site, and include measures for the general public and Contractor's worker safety outside their Project Boundary.
- E. The Contractor shall also provide sufficient security and facilities at the site, to protect its own equipment, tools, and materials, and to protect both Contractor's work and existing facilities from unauthorized entry, vandalism, or theft. The Contractor is solely responsible for any and all damage and/or loss to its equipment, materials, and work, and to existing improvements.
- F. Contractor shall at its own expense comply with, enforce, and ensure all entities under its control comply with all safety standards and specific safety requirements of Owner and of all federal, state and local Agencies Having Jurisdiction as now enacted or hereafter enacted or amended.
- G. The Contractor further agrees to indemnify and hold the Construction Manager, Owner, Assignee(s), if any, and Designer(s) harmless for, of and from any loss including but not limited to fines, legal fees, penalties, and corrective measures sustained by reason of the Contractor's failure to comply with said laws, rules, regulations, and standards in connection with its performance under this contract.
- H. The Contractor shall include the provisions of this Section in every subcontract so that such provisions will be binding on each Subcontractor of every tier.

1.2 CONTRACTOR'S SAFETY AND HEALTH PROGRAM

- A. The Contractor's program must meet or exceed Division of Occupational Safety and Health – or DOSH (formerly called WISHA) and other WA Labor & Industries Department requirements.
- B. Submit to Construction Manager for review, Contractor's Safety and Health Program. **This written Safety and Health Program shall also include a Site Specific supplement, specific to this Project and its activities, and to this site.** The Contractor's Safety and Health Program shall include but not be limited to the following items:
1. Site Specific Health and Safety Plan, per State requirements, including but not limited to:
 - a. Names and 24 hour emergency contact phone numbers for its Corporate Safety Director and its designated Project Site Safety Officer. Contractor shall notify Owner of changes to these personnel and/or their phone numbers.
 2. Accident Prevention Plan, per State requirements, including but not limited to:
 - a. Contractor's role and responsibilities pertaining to safety on the job site, training, and corrective action.
 - b. Specific measures to protect the health and safety of all people on and adjacent to the site, including the public and residents.
 - c. Specific measures to continue and/or provide fire and life/safety protection for everyone on and near the Project site.
 - d. Methods for Contractor's and Subcontractors' of all tiers personnel, and Owner and their representatives, to elevate safety concerns.
 - e. Progressive Disciplinary Plan for Contractor workers and Subcontractors of every tier in case of discovery of safety violations.
 - f. Tracking and recording methods.
 - g. Specific measures for multiple prime contractor coordination on the overall Greenbridge site, including a plan for the safety of their own and other contractors' forces passing through areas under the control of someone else.
 3. Site Security Plan, including but not limited to:
 - a. Barriers and barricades to prevent unauthorized entry to construction areas and to protect existing facilities from damage during construction, and at hazardous locations, complete with signs, warning lights and similar devices where appropriate.
 - b. Storage system for materials and equipment to prevent theft and vandalism.
 4. The Contractor shall involve Subcontractors in implementing a healthy jobsite plan for the Project.
 5. Contractor's program for an alcohol- and narcotic-free jobsite and workers, including posted notices, awareness programs, and procedure for dealing with violations.
- C. The Contractor shall designate, in writing, a responsible member of the Contractor's organization to be the Project Site Safety Officer. **The designated Safety Officer shall be:**
- on site daily, with safety as a key function
 - knowledgeable in safety principles and practice through training and experience
 - empowered to dictate site activities to accomplish safety goals

- Responsible for preparing the Contractor's Project-specific Safety Program, carrying out that Program, and preventing accidents, and shall enable communications among all parties on the overall project site, including work performed by others, to ensure safe operations.

The Owner shall be advised in writing, subject to approval, within fifteen (15) Business Days of an anticipated change of the designated Safety Officer.

- D. In the event that Owner or its representative, regulatory agencies, or jurisdictions determine the Contractor's Safety Program to be inadequate to protect employees and the public, the Contractor shall:
1. Modify the program and execute it to meet the requirements of said regulatory agencies, jurisdictions, and Owner, at no additional expense to Owner.
 2. Provide the Owner with the revisions to the program within seven (7) Calendar Days of the notice of deficiency.

1.3 ADDITIONAL REQUIREMENTS OF CONTRACTOR'S SAFETY PROGRAM

- A. Operations Outside the Construction Area -- Construction activities that occur outside the Contractor's fenced project site, e.g., trucking or equipment movement, shall be accomplished in a manner that imposes a minimum impact on residents and the public. Contractor shall notify the Owner a minimum of five (5) Business Days before such work begins. The Owner will notify the affected residents. All work occurring either inside or outside of the established work zone must consider public, resident, and Contractor worker safety.
- B. Operations Within the Construction Area, Under the Control of Other Contractors -- Even though areas of construction are turned over to follow-on contractors, the Contractor is still required to continue the protection and safety of their own forces within those areas. The Contractor is also responsible to protect current and follow-on contractor workers from exposure to Contractor' activities.

1.4 FENCING

- A. Protect any existing fencing bordering the property. Repair or replace all fencing damaged or lost for any reason during construction.
- B. Provide all barricades, fencing, and walkways required by code or County/City ordinance(s) and as shown in the project Contract Documents. Secure and pay for all necessary permits.
- C. All new fencing shown in the Contract Documents shall be purchased and installed by Contractor, and will become the property of the Owner at the end of the Contract.
- D. Contractor shall be responsible to repair and/or reinstall all security fencing and/or tree protection fencing that is damaged or removed during the course of work. All fence repairs shall be completed prior to the end of each work day.

1.5 EXECUTION AND AUDIT OF CONTRACTOR'S SAFETY PROGRAM

- A. The Contractor shall continually assess and inspect the Work site to assure the safest working conditions and actions. Contractor shall conduct inspections to determine that safe working conditions and equipment exist, and accepts responsibility at all times for providing a safe place to work for its employees and for employees of its subcontractors

and suppliers of material and equipment, and a safe environment for the public. Contractor accepts responsibility for adequacy of and required use of all safety equipment and for full compliance with aforesaid laws, orders, citations, rules, regulations, standards, and statutes.

- B. Contractor shall enforce a disciplinary action schedule in the event any safety violations are discovered.
- C. The Owner may perform audits for safety, housekeeping, and environmental conditions. Contractor and Subcontractors shall participate and cooperate in such audits. Notwithstanding such audits, the Contractor shall retain sole responsibility for the safety of the site and all people on it. Ongoing work that is not in compliance with Contractor's Program, or is not in compliance with laws and regulations, or is considered a safety or health risk, shall be corrected immediately.
- D. In certain circumstances, a safety violation may cause an AHJ—or in cases of a situation immediately dangerous to life and/or health, the Owner or their representative—to require the Contractor to cease work on and to vacate the affected portion of the project site, until Contractor corrects such condition. In such case,
 - Contractor may not make any claim for delay as a result of this action;
 - Owner may charge Contractor for any fines imposed on Owner by any government officials arising from such violations; and
 - Owner may charge Contractor for the actual costs of delay in the construction schedule arising from violations, and additional damages (including, without limitation, consequential or indirect damages such as per diem interest charges), at Owner's discretion, if the Work is delayed as a result of the violations or unsafe conditions.
- E. Contractor shall immediately notify the Owner when a federal or state safety representative is conducting an inspection or investigation of the construction operations.

1.6 SAFETY EQUIPMENT

- A. Provide all equipment, including safety equipment, necessary for the Work performed.
- B. Ensure that necessary air monitoring, ventilation equipment, protective clothing, and other supplies and equipment as specified are available to implement the Accident Prevention Program.
- C. Company identification shall be readily visible on all hard hats.

1.7 COMMUNICATION, MEETINGS AND REPORTING

- A. Contractor shall maintain communication with subcontractors of every tier, other contractors, and Owner to provide effective implementation of safety requirements.
- B. Accident Reporting Responsibility
 1. The Contractor shall report immediately to the Owner any injury to any person that occurs on or near the site.
 2. Property damage or near-miss accidents shall also be reported. All serious and time-loss accidents shall be thoroughly investigated by the Contractor. Contractor's safety program shall show procedures for investigating all such accidents. Copies of such reports shall be submitted to the Owner. The Owner may elect to be involved in these investigations.

3. Include any police, L&I, or other official documents in reporting.

C. Weekly Safety Report

1. Contractor shall prepare a weekly safety report, detailing safety work hours by each Contractor and Subcontractor, recordable injuries, incident rate, lost time accidents, and lost workday case rates. Contractor shall prepare copies of weekly walk around inspection sheets as required by WAC 296-155-110-96. Promptly provide a copy of all such reports to the Owner for the Project Records.

D. Safety Meetings

1. Contractor's Safety Officer shall arrange for and conduct a monthly Site Safety Meeting. Owner shall be invited to the meetings, as their safety falls under Contractor's control.
2. Contractor shall hold weekly tool box safety meetings for all its crews.
3. Contractor shall promptly furnish a copy of minutes of all safety meetings, and attendance roster, to the Owner for the Project Records.
4. Contractor is responsible for all orientation and training required; Subcontractors of all tiers shall be included in all training. Contractor shall also provide Safety Orientation to all visitors to the site, including Owner and Owner's Representatives.
5. Contractor shall document all orientation and training activities, including Attendance Lists, and shall make such documentation available on request.

1.8 IDENTIFICATION OF CONTRACTOR PERSONNEL, SUPPLIERS, AND VISITORS

A. Contractor employees must identify themselves when requested by security representatives or Owner or its representatives. Employees should know the Contractor's name and job location for such identification. Visitors to Contractor must follow established safety procedures. Contractor employees and visitors are not permitted on-site during hours of non-operation by the Contractor.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

SECTION 01570

TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 - GENERAL

1.1 REFERENCES

- A. City of Bellevue Noise/Environmental Ordinances, 2023 Surface Water Engineering Standards
- B. State of Washington Chapter 173-303 WAC, Dangerous Waste Regulations, Chapter 173-304 WAC, Minimum Functional Standards for Solid Waste Handling
- C. Section 02370 – Erosion and Sedimentation Control
- D. AIA A201, General Conditions of the Contract for Construction

1.2 ENVIRONMENTAL MITIGATION PLAN

- A. Prior to commencing work, prepare and submit to the Owner a detailed Environmental Mitigation Plan showing the Contractor's mitigation measures proposed for compliance with the environmental protection requirements imposed by the specifications and all Agencies Having Jurisdiction (AHJ) over the site. The Contractor is solely responsible for working with AHJ to gain approval of the mitigation plan. The plan shall contain review comments and, if applicable, approval from AHJ. The Plan shall include, but not be limited to:
 - The requirements for handling and disposal of recycled materials, waste materials, and hazardous materials;
 - Waste management plan;
 - Proposed haul routes;
 - Air emission control measures to be used during performance of the work;
 - Noise plan,
 - Stormwater pollution prevention plan (refer to 1.3 below); and
 - Proposed spill prevention, control, and countermeasures plan (refer to 1.4 below).

1.3 SPILL PREVENTION, CONTROL, AND COUNTERMEASURES

- A. Spill Prevention, Control and Countermeasures Plan:
 - 1. The Contractor shall prepare a project-specific spill prevention, control and countermeasures (SPCC) plan to be used for the duration of the project. The plan shall be submitted to the Construction Manager prior to the commencement of any on site construction activities. The Contractor shall maintain a copy of the plan at the work site, including any necessary updates as the work progresses. If hazardous materials are encountered during construction, the Contractor shall do everything possible to control and contain the material until appropriate measures can be taken. Hazardous material, as referred to within this specification, is defined in RCW 70.105.010 under "Hazardous Substances." Occupational safety and health requirements that pertain to SPCC planning are contained in WAC 296-155 and WAC 296-62.
- B. The SPCC plan shall address the following project-specific information:
 - 1. Site Information: Identify general site information useful in construction planning, recognizing potential sources of spills, and identifying personnel responsible for managing and implementing the plan.

2. Project Site Description: Identify staging, storage, maintenance, and refueling areas and their relationship to drainage pathways, waterways, and other sensitive areas. Specifically address:
 - Contractor's equipment maintenance, refueling, and cleaning activities.
 - Contractor's on site storage areas for hazardous materials.
3. Spill Prevention and Containment: Identify spill prevention and containment methods to be used at each of the locations identified in 2, above. Include measures for prevention and containment for areas outside the Contractor's work limits.
4. Spill Response: Outline spill response procedures including assessment of the hazard, securing spill response and personal protective equipment, containing and eliminating the spill source, and mitigation, removal and disposal of the material.
5. Standby, On-Site, Material and Equipment: The plan shall identify the equipment and materials the Contractor will maintain on site to carry out the preventive and responsive measures for the items listed.
6. Reporting: The plan shall list all federal, state and local agencies and the Owner and Owner's telephone numbers the Contractor must notify in the event of a spill.
7. Program Management: Identify site security measures, inspection procedures and personnel training procedures as they relate to spill prevention, containment, response, management and cleanup.
8. Preexisting Contamination: If preexisting contamination in the project area is described elsewhere in the plans or specifications, the SPCC plan shall indicate measures the Contractor will take to conduct work without allowing release or further spreading of the materials.
9. Attachments:
 - Site plan showing the locations noted previously.
 - Spill and Incident Report Forms that the Contractor will be using.

C. Implementation Requirements:

1. The Contractor shall be prepared and shall carry out the SPCC plan in the event of a hazardous spill within the Project Limits.

1.4 AIR POLLUTION CONTROL

- A. Do not discharge smoke, dust, or other contaminants into the atmosphere that violate the regulations of legally constituted Agencies. Minimize dust nuisance by cleaning, sweeping, and sprinkling with water, or other means. The use of water in amounts which result in mud on public streets is not acceptable as a substitute for sweeping or other methods.

1.5 NOISE CONTROL

- A. Comply with local controls and noise level rules, regulations, and ordinances that apply to work performed pursuant to the contract.
- B. Hours of operation shall be limited to 8:00 a.m. to 5:00 p.m. on weekdays, or as otherwise approved by the Construction Manager. Authorization for weekend and holiday work requires preauthorization by the Owner, through the Owner.

1.6 PETROLEUM-CONTAMINATED GROUNDWATER

- A. In the event the Contractor detects the presence of petroleum-contaminated groundwater, the Contractor shall immediately suspend work in that area and notify the Owner. The Contractor shall cease work if it is not able to relocate its efforts to another portion of the site to maintain progress. The Owner will determine the subsequent course of action in conformance with the applicable rules and regulations. The Owner will notify Ecology in accordance with WAC 173-340-300.

1.7 PETROLEUM-CONTAMINATED SOILS OR BACKFILL

- A. In the event the Contractor detects the presence of petroleum-contaminated soil or backfill, the Contractor shall immediately suspend work in that area and notify the Owner. The Contractor shall relocate its efforts to another portion of the site to maintain progress. The Owner will determine the subsequent course of action in conformance with the applicable rules and regulations. The Owner will notify Ecology in accordance with WAC 173-340-300.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

SECTION 01712

CONSTRUCTION SURVEY

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Survey control and horizontal control is provided in the contract documents. All project surveying required is the responsibility of the Contractor.
- B. The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, and grades necessary for the construction of the bridge structure, walls, roadbed, drainage, surfacing, paving, channelization and pavement marking, guardrails and barriers, utilities, and signing. Calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility.

1.2 CONTROL OF WORK

- A. The survey work shall include but not be limited to the following:
 - 1. Establish primary horizontal and vertical control for project construction, refer to survey drawings furnished by the Owner, 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 Construction Manager. 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.
 - 4. Establish grading limits, placing slope stakes at centerline increments not more than 50 feet apart. Establish offset reference to all slope stakes.
 - 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 subgrade 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.
 - 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 including but not limited to channelization and pavement marking, illumination and signals, guardrails and barriers, signing, bridge, and walls provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.
- B. All work performed shall be in conformity with the lines, grades, slopes, cross sections, elevation data, and dimensions as shown in the Contract Documents. If the Contract

Documents or these Specifications state specific tolerances, the work shall be performed within those limits.

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

Stationing	+0.01 foot
Alignment	+0.01 foot (between successive points)
Subgrade	+0.01 foot
Substructure Elevations	+0.05 foot (from plan elevations)

- D. During the progress of the work, the Contractor shall make available to the Owner all field books including survey information, footing elevations, cross sections and quantities.
- E. The Contractor shall be fully responsible for the close coordination of field locations and measurements with appropriate dimensions of structural members being fabricated.
- F. The Owner or Construction Manager may spot-check the Contractor's surveying. These spot checks will not change the requirements for normal checking by the Contractor, nor will spot checks release Contractor from any of its responsibilities under the Contract.
- G. 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.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

SECTION 01770
PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 RELATED SECTIONS

- A. AIA A201 General Conditions, Section 9.10 Final Completion and Final Payment
- B. Section 01564, Protection of Property

1.2 SUBSTANTIAL COMPLETION

- A. Follow the procedures in AIA A201 General Conditions, Section 9.8 Substantial Completion.
- B. All AHJ's approvals must have been granted before Substantial Completion can be granted. At the Owner's discretion, Substantial Completion may be granted with a few minor items remaining to be completed – as long as the Owner approves the Contractor's proposed date when all remaining minor items will be completed.

1.3 CLEAN-UP

- A. Clean-up required for specific trades or work is specified in Sections pertaining to that trade or work.
- B. Provide Final Cleaning of the entire site, including all laydown and office areas, as required in the General Conditions of the Contract for Construction, Section 9.9.1.

1.4 REQUIREMENTS FOR PHYSICAL COMPLETION

- A. Requirements for Physical Completion
 1. See Section 9.9 of the AIA A201, General Conditions, for determination of Physical Completion.
 2. All back punch list items attached to the certificate of substantial completion and conveyed to the contractor since have been completed.
 3. All additional punch list items that were discovered, itemized and conveyed to the Contractor, during the time gap between Substantial Completion and Physical Completion, have been completed by Contractor.
 4. **ALL AHJs HAVE GIVEN APPROVAL IN WRITING THAT THEIR PUNCH LISTS ARE COMPLETE.**
 5. Contractor is completely demobilized from the site.
 6. Entire site is trimmed and neat, with no construction debris.
 7. Contractor shall replace and/or repair any lawns and plantings damaged in the course of construction up to Physical Completion. Physical Completion shall not be granted unless all lawns and plantings are found to be in a healthy and thriving condition and weed-free.
 8. Owner and/or its representatives have made a final site walk-through, and have approved final site conditions.

1.5 REQUIREMENTS FOR FINAL COMPLETION

- A. Requirements for Final Completion include, but are not limited to:
 - 1. All change orders have been executed.
 - 2. All required Project Record Documents in accordance with the Contract Documents are prepared and submitted. (Reference Section 01783 Project Record Documents, and Section 9.10 of the AIA A201 General Conditions of the Contract for Construction.)
- B. Final Payment Process
 - 1. Contractor will submit a final request for 100% payment and payment of retainage with the appropriate supporting documentation.
 - 2. When the Owner and/or its representatives have made a final review, and verified that all requirements for Final Completion and Acceptance have been satisfied, the Construction Manager will forward the final Application for Payment with a recommendation for approval for payment to the Owner. Refer Article 9.10 AIA A201 General Conditions for Final Completion and Final Payment.
 - 3. Note – final payment to contractor and release of retainage is subject to full completion of the requirements of this section, Section 9.10 AIA A A201 of the General Conditions, 01783 Project Record Documents, and of all requirements of the contract documents.

1.8 WARRANTY

- A. The Contractor shall warrant to the Owner that all materials, workmanship and equipment provided for use under the Contract as a permanent part of this project will be new, free from faults and defects, and in compliance with the Contract Documents. The Contractor shall furnish, upon request, such documentation or evidence to support the quality of the material or equipment as in compliance with the Contract Documents.
- B. Contractor shall be responsible for correcting all defects in workmanship and material at its own expense, within one year after Substantial Completion of the Contract. Contractor shall start work to remedy such defects within seven (7) calendar days of written notice of discovery thereof by Owner and shall complete such work within the time stated in the notice. In emergencies, where damage may result from delay or where loss of services may result, such corrections may be made by Owner, in which case the cost shall be borne by Contractor. In the event Contractor does not accomplish corrections at the time specified, the work will be otherwise accomplished and the cost of same shall be paid by Contractor.
- C. Notwithstanding the one-year guarantee period, all other warranties and statutory responsibilities that extend beyond the one-year guarantee period shall remain in force.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

SECTION 01783

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED SECTIONS

- A. Section 01712 – Construction Survey
- B. Section 01770 – Project Closeout

1.2 GENERAL

- A. Specific requirements for Project Record Documents indicated in the Contract Documents must be in conformance with the Agencies Having Jurisdiction and the requirements of KCHA. All final required Record Documents, including but not limited to the following, must be on file with the Owner before the due date for Project Record Documents or the Final Completion Date, whichever comes first (see the Project Milestones in Section II);

- Contractor Daily Reports
- Daily QC Reports
- Testing documentation / logs / final reports
- Change Order backup and documentation
- Operations and Maintenance Manuals
- Warranty & Guarantee Manual
- Record Drawings
- Photographs and Videos
- Permits
- Written summary of all tickets, logs, accountings, etc.
- All other documentation required by the Contract

Some of the key Record Documents are discussed in detail below.

- B. Final documents that must be prepared and submitted for review and discussion at the Project Closeout Planning Meeting.

1.3 RECORD DRAWINGS

- A. Continually record all addenda, change orders, and the actual installations on a set of full-size signed Construction Drawings kept readily available at the project during construction and **clearly marked as Record Drawings**. This signed Construction Drawing set shall be used for this purpose alone, and shall be kept separate from other Drawings. Record Drawings shall indicate actual locations and elevations of all work installed by the Contractor that varies from Contract Documents.
- B. Record information concurrently with the progress of construction. Record drawings shall be **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**. No work shall be concealed until the required information is recorded.
- C. Record drawings 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 Contractor shall account for red-line markups of Record Drawings on a monthly**

basis to show timely recording. Monthly payment will be contingent upon the Owner's positive affirmation of the status of the Record Drawings.

- D. **The Record Drawings shall consist of a reproducible set of prints, with "as-built" conditions clearly and legibly scribed with waterproof red felt-tip pens, dark enough that the sheets can be reproduced. No highlighters, pencils, or ball point pens are allowed. Notations are to be neat, legible, clear and concise. If the Owner determines the notations are not legible, the Contractor shall correct them at its own expense.**
1. 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.
 2. Date all entries.
 3. 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.).
- E. 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.
- F. **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.**
- G. Final payment to the Contractor shall not be authorized until two complete sets of the completed Record Drawings have been submitted to the Owner and accepted by the Owner.
- H. As-Built Record Drawings:
1. Submit to the Owner complete As-Built Drawings in electronic pdf format as well as hard copies performed and sealed by a licensed Land Surveyor after work is complete. The As-Built Drawings must include:
 - a. New utilities installed, utilities removed or demolished, roads, curbs, and sidewalks.
 - b. 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.).
 - c. Actual dimensions, arrangement, and materials used when different than shown in the Plans.
 - d. Changes made by Change Order or Field Order.
 - e. Changes made by the Contractor.
- I. Specific Utility Record Drawing Requirements:
1. Show underground utilities, including the location of lines and appurtenances. Show actual size and types of material used. Show locations by facility coordinates or dimension to permanent surface structures. Minimum requirements for accuracy are

specified in the following chart. AHJ standards shall be met, as applicable to this Project.

2. The actual arrangement and routing of imbedded conduit and piping is relative to its location and proportion to other work. The location does not need to be dimensioned or drawn to scale.

Description	Horizontal Location	Vertical Location	Notes
Water Distribution System	CL +/- 1 ft.	Depth of cover +/- 0.1 ft.	In accordance with City of Bellevue Utility Extension requirements, including surface structures.
Storm drainage system	CL +/- 1 ft.	IE +/- 0.01 ft.	Recalculate slope if shown. Follow King County requirements and include all structure rims.
Conduits, cables and duct banks for Lumen, Comcast and PSE	CL +/- 1 ft.	Nominal depth of cover to TOC elev. +/- 0.5 ft.	Show actual conduit final grade arrangement or cross- sections.

CL = Centerline
 TOC = Top of Concrete
 IE = Invert Elevation
 FL = Flowline
 TC = Top of Curb
 BW = Back of walk

1.4 PROJECT PHOTOS

A. Quality and Process

1. Photographs shall be taken at locations of active construction showing the Work. Photos shall cover all periods of construction, including but not limited to preconstruction, construction and postconstruction.
2. Photographs shall be in a digital format, and shall be in color. All photographs shall be date-stamped, and labeled with date taken, and specific location and activity, and labeled to show the appropriately named folders and files.
3. Submit a minimum of 20 photos each month covering the activities of the month. (Digital photos may be emailed to the Engineer.)
4. At the end of the Project, compile and transmit one (1) Standard mobile **USB** storage device including all photos previously submitted, to the Engineer.

B. Preconstruction Photographs

1. Provide preconstruction photographs prior to commencement of work on the site. Provide exposures of each area where the work is to take place, sufficient to document the preconstruction conditions.

C. Construction Photographs

1. Provide daily photographs during the progress of the work, for each work area, sufficient to cover the day's activities. Take daily exposures and continue as long as the work is in progress.

D. Postconstruction Photographs

1. Take photographs of the completed Work upon acceptance of the Work, sufficient to document the postconstruction conditions.

1.5 MISCELLANEOUS RECORD SUBMITTALS

Items listed below are representative, but not inclusive.

A. In order to achieve Final Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to Engineer for project records. Coordinate with Sections V and 01770 Project Closeout. Items listed below are representative, but not inclusive:

1. Copies of all permits when issued and upon final approval by the Agency Having Jurisdiction.
2. Materials and disposal receipts and trip tickets as applicable.
3. All required Operations and Maintenance Manuals.
4. All Warranties, where applicable.
5. As-Built Drawings
6. Record Drawings
7. Photographs

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

**SECTION 02100
CLEARING AND GRUBBING**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The Work includes:
 - 1. Clearing and grubbing areas within the demolition limits shown in the Contract Documents and as required for construction of proposed improvements.
 - 2. Protecting from harm trees, existing fencing or other objects selected to remain as noted on the plans.
- B. Definitions:
 - 1. Clearing: Removing and disposing of all unwanted material from the surface such as trees, brush, down timber or other natural materials.
 - 2. Grubbing: Removing and disposing of all unwanted vegetative matter from underground such as sod, stumps, roots, buried logs or other debris.
 - 3. Debris: All non-usable materials produced by clearing and grubbing.
- C. Areas to be graded shall be cleared of surface deleterious matter including any debris, trash, trees and associated stumps and roots. Graded areas shall be stripped of organic laden soils.
- D. Related Sections:
 - 1. Section 01563 - Tree Protection
 - 2. Section 02220 - Demolition
 - 3. Section 02300 - Earthwork
 - 4. Section 02370 - Erosion and Sedimentation Control

1.2 STANDARD SPECIFICATIONS

- A. This section incorporates by reference the latest revision of the following standard specifications. In case of a conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.

<u>Reference</u>	<u>Title</u>
WSDOT	Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction, 2023

- B. The Contractor shall have one copy of the Standard Specifications and Standard Plans at the job site.
- C. The Standard Specifications apply only to performance and materials and how they are to be incorporated into the work. The legal/contractual relationship sections and the measurement and payment sections do not apply to this document.

PART 2 - PRODUCTS

Not applicable.

PART 3 - EXECUTION

3.1 CLEARING

- A. The Contractor shall:
1. Fell trees selected for removal and only within the area to be cleared.
 2. Leave standing any trees or native growth shown in the Contract Documents with tree protection or that are outside the clearing limits to remain or as indicated by the Owner's Arborist.
 3. Maintain, relocate, repair, and install temporary construction fencing as required by construction activities per Section 02830 - Chain Link Fence and Gates. Under previous Contracts both driven post and temporary panel chain link fences and gates were installed at the limit of work for that Contract. The Contractor shall assume responsibility for this fence, maintain and repair as needed or as directed by the Owner. Contractor shall review existing fence locations and relocate fence as required to accommodate the construction activities.
 4. Install, protect and maintain tree protection fencing. Protect trees to remain shown in the Contract Documents. Refer to tree protection specification Section 01563 -Tree Protection.
 5. Clearing shall be per WSDOT Standard Specification Section 2-01.3(1).

3.2 GRUBBING

- A. The Contractor shall:
1. Grub deep enough to remove all stumps, large roots, buried logs and other vegetative material including sod. Graded areas shall be stripped of organic laden soils.
 2. Grub all areas:
 - a. Beneath proposed pavements development parcels and storm drainage facilities.
 - b. To be graded.
 - c. Upon which embankments, structural fill, or hardscape will be placed.
 3. Protect surface improvements to remain from damage due to grubbing operations. Repair to original condition or replace in kind property that is damaged.
 4. Grubbing shall be per WSDOT Standard Specification Section 2-01.3(2).
 5. Strippings consisting of topsoil with organic materials, located within the existing open and landscape areas onsite, shall be removed and delivered to a topsoil manufacturing plant.
 6. Areas of tree root removal shall be backfilled with structural fill and compacted to 95% per Section 02300 - Earthwork.

3.3 DISPOSAL

- A. Disposal shall be in conformance with WSDOT Standard Specification Sections 2-01.2(2) and 2-01.2(3). Open burning will not be allowed. All debris shall be disposed of legally offsite.

END OF SECTION

**SECTION 02220
DEMOLITION**

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The extent and the location of the demolition work is indicated in the Contract Documents. The Work includes the demolition, removal, recycling and legal disposal of the hardscape, pavement surfaces, utilities, and other improvements at, above, and below-grade. The Work also includes the backfilling of trenches, holes, or pits that result from demolition activities.
- B. The demolition Work included in the Contract Documents is for guidance only, to indicate typical general existing features and shall not be construed as definitive or adequate to supplant actual on-site inspection by the contractor. The intent of the work shown in the Contract Documents is to demolish all existing improvements necessary to build new infrastructure.
- C. Related Sections:
 - 1. Section 01510 - Temporary Utility Services
 - 2. Section 01550 - Use of Construction Site
 - 3. Section 01564 - Protection of Property
 - 4. Section 01565 - Site Safety and Security
 - 5. Section 01570 - Temporary Environmental Controls
 - 6. Section 01563 - Tree Protection
 - 7. Section 02100 - Clearing and Grubbing
 - 8. Section 02300 - Earthwork

1.2 REFERENCES

- A. This section incorporates by reference the latest revision of the following standard specifications. In case of a conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.

<u>Reference</u>	<u>Title</u>
WSDOT	Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction, 2024.

- B. The Contractor shall have one copy of the WSDOT Standard Specification and Standard Plans at the job site.
- C. The standard specifications apply only to performance and materials and how they are to be incorporated into the Work. The legal/contractual relationship sections and the measurement and payment sections do not apply to this document.

1.3 SUBMITTALS

- A. Submit in accordance with General Conditions A201-2017 Article 3.12.
- B. Submit copies of permits, notices and other submittals required by regulatory and permitting agencies and municipalities necessary for conducting work.

1.4 QUALIFICATIONS

- A. Contractor shall provide personnel and supervision that are appropriately certified, licensed, and experienced in each component of work identified in the Contract Documents, including but not limited to hazardous materials workers, health and safety specialists, and waste management specialists.
- B. For other Contractor qualifications requirements refer to the project General Conditions.

PART 2 - PRODUCTS

2.1 RECYCLED MATERIAL (PRODUCED BY DEMOLITION)

- A. Asphalt and concrete rubble shall be recycled.
- B. Asphalt and concrete material shall be removed and delivered to a recycling plant offsite in a legal manner.

PART 3 - EXECUTION

3.1 INSPECTION

- A. The following shall be completed prior to site demolition:
 - 1. Site work area shall be released to the Contractor by the Owner.
 - 2. The Contractor shall inspect existing trees and install tree protection fencing per Section 01563 - Tree Protection.
 - 3. Verify the locations of the existing utilities to be demolished or protected.
 - 4. Temporary site controls shall be installed per Specification Sections 01510 - Temporary Utility Services, 01550 - Use of Construction Site, 01564 - Protection of Property, 01565 -Site Safety and Security, and 01570 - Temporary Environmental Controls.
 - 5. Utilities and other improvements to remain in service shall be protected per Contract Documents.

3.2 GENERAL REQUIREMENTS

- A. Notify the Engineer a minimum of forty-eight (48) hours prior to beginning demolition work.
- B. The Contractor may encounter remnant building foundations from previous demolition activities. Coordinate with the Owner for documents from previous construction projects.
- C. The Contractor shall remove and recycle all Asphalt and Concrete pavement, curb, gutter, and sidewalk. Concrete components of manholes, vaults and catch basins shall be removed as necessary per plans.
- D. All utility structures shall be removed or broken down and backfilled per plans within the clearing and demolition limits shown in the Contract Documents. Associated pipes shall be first grouted or capped to prevent movement of groundwater.
- E. Abandon or remove existing utility pipes and ducts as specified in Contract Documents. Contact PSE, Lumen and Comcast a minimum of two weeks prior to demolition to ensure their wiring has been disconnected and removed in the work area.
- F. With certain exceptions, the contractor shall remove, cut, cap, grout and/or dispose of all utilities, fences, and other obstructions that lie wholly or partially within the clearing and demolition limits indicated in the Contract Documents and in these specifications. The exceptions are items indicated to remain in the Contract Documents and any other items the Owner may direct the Contractor to leave intact.

- G. Perform demolition in a systematic and safe manner. No demolition work within the ordinary high water line can happen outside of the fish window. Coordinate demolition schedule with Specification Section 01570 – Temporary Environmental Controls. Do not bury demolition materials or debris on-site. Minimize dust generation and soil erosion during all demolition activities as described in specifications and in the Contract Documents.
- H. Remove and dispose of debris, rubbish, and other materials resulting from demolition operations immediately on completion of work legally offsite in accordance with Section 02100 - Clearing and Grubbing. Provide the Owner with all disposal receipts and weigh tickets from the disposal site.
- I. Restore to original condition and function any site utilities or surface improvements that are damaged, defaced, soiled, or removed as a result of this work that are scheduled to remain.
- J. Stage demolished materials removal to avoid interference with local traffic or activities at adjacent properties that are or will remain occupied in accordance with the approved traffic control plan.

3.3 PROTECTION OF EXISTING UTILITIES

- A. Contractor shall coordinate capping of water main on either side of the excavation area with City of Bellevue crews and protect existing water main to remain. Contractor shall protect, coordinate and perform work in accordance with each affected utility.
- B. Contractor is alerted to the fact that the Comcast underground line through the work zone will be relocated to be aerial to maintain service through construction.
- C. The PSE buried electrical line through the work zone will be deactivated and wiring removed between underground transformers during the project.

3.4 OPERATION PROCEDURES

- A. Start and complete work in order of precedence as required. Operational procedures and sequence of work are optional with Contractor, provided they do not infringe upon or violate other requirements of the Contract Documents.
- B. Provide protection to persons and property. Conduct operations to ensure minimum interference with roads, offsite walks, entrances, exits, and other adjacent occupied facilities. Provide substantial barricades and safety lights as required. Where chipping, milling, or crushing of existing asphalt or Portland cement concrete is required, perform the work in a manner that contains and exhausts concrete dust to a bag filter or other means of complete containment and capture. Repair to original condition or replace in kind property that is damaged.
- C. The temporary shoring and fencing systems adjacent to the bottom floor apartment in the southwest corner of the worksite needs to be set such that a minimum of 3' wide emergency egress is provided at all times.
- D. The contractor shall install and maintain temporary panel fences as needed or where required to separate work according to Specification Section 01565 - Site Safety and Security.

3.5 SITE ACCESS

- A. Control access through entrances by using temporary fencing, gates, markers, and signs to control and warn authorized visitors and workers of demolition activities, unsafe areas, and decontamination zones. Unauthorized visitors shall not be allowed in the project site. The site shall be secured at the end of each workday.
- B. Contractor shall maintain vehicle and pedestrian access to the existing occupied units at all times during construction.

3.6 PREPARATION

- A. Make the necessary preparations to prevent the movement, settlement, or collapse of adjacent facilities and structures to remain, including sidewalks, roadways, buildings, rockeries/walls and fences. Settlement monitoring for two apartment units near the excavation area is required as indicated on the Contract Drawings.
- B. Mark location of disconnected, capped, or abandoned utilities on project Record Drawings.

3.7 CUTTING AND REMOVAL

- A. Neatly cut and remove materials, and prepare all openings to receive new work. Where removal of partial sections of asphalt concrete pavement is required, saw cut the pavement in straight lines. Saw cut slurry to be removed and disposed of properly.
- B. Furnish, install, and maintain shoring, bracing, and other supports as required to prevent movement, settlement, or collapse of remaining or adjacent structures or improvements. Take all precautions necessary to prevent damage to existing remaining work or to adjacent facilities. Execute work-using methods, which will prevent interference with use of remaining and adjacent facilities.
- C. Terminate all utilities in accordance with the requirements of the Utility Owner. Contractor shall coordinate with the Utility Owner prior to cutting and capping any utility pipes. Utility owner shall approve utility capping location prior to excavation.

3.8 MATCHING AND PATCHING

- A. Where existing improvements are cut or otherwise disturbed to permit installation of new work, match and patch existing disturbed improvements. Use methods and materials similar in appearance and equal in quality to areas or surfaces being repaired.
- B. Methods, materials, and finished work are subject to review and approval by the Engineer.
- C. Remove areas, surfaces, or items, which cannot be satisfactorily matched and patched. Replace at no additional expense to the Owner.

3.9 CLEANUP

- A. Remove debris, rubbish, and materials resulting from cutting, demolition, or patching operations. Transport materials and legally dispose of off-site per Section 02100 - Clearing and Grubbing. All products of demolition shall become the property of the Contractor.

END OF SECTION

SECTION 02275

TEMPORARY STREAM BYPASS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work includes planning, design, installation, operation, maintenance, and removal of temporary work area isolation structures during disturbance within the stream.
- B. Furnish, install, maintain, and operate all necessary pumping and other equipment for diversion of stream water around the project site to keep the work area free from stream water as required for constructing each project element.
- C. Includes time to accommodate fish removal and exclusion while installing work area isolations per Environmental Protections (Section 01550).
- D. Excludes actual physical netting and removal of fish, which will be performed by the Contractor per Section 02276 (Fish Removal and Exclusion).
- E. Nothing in this Section shall relieve the Contractor from full responsibility for the adequacy of protective works and compliance with permit requirements. Work shall not commence until the Construction Manager has approved.

F. RELATED SECTIONS

- 1. Section 01330 – Submittal Procedures
- 2. Section 01570 – Temporary Environmental Controls
- 3. Section 02100 – Clearing and Grubbing
- 4. Section 02276 - Fish Exclusion and Removal
- 5. Section 02300 – Earthwork
- 6. Section 02310 - Dewatering
- 7. Section 02370 – Erosion and Sedimentation Control

1.2 REFERENCES

- A. This section incorporates by reference the following documents. In case of a conflict between the requirements of this section and those of the listed documents, the requirements more stringent shall prevail.

Reference	Title
TWMP	Temporary Water Management Plan
WSDOT	Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction 2024
WAC	Washington State Water Quality Standards in the Washington Administrative Code (WAC) 173-201A

1.3 DEFINITIONS

A. Dewatering

1. Temporary damming and pumping the stream discharge within work area isolation areas and discharging outside of the limits of work area isolation areas.
2. Removal and control of groundwater from pores or other open spaces in soil or rock formations to allow construction activities to proceed free of water, and relief of groundwater uplift pressures.
3. Control and removal of ponding, seeping, or flowing surface water, emerging subsurface water from excavated surfaces, and from precipitation within and adjacent to excavations and construction zones using channels, ditches, gravel drains, gravel blankets, pipes, sumps, pumps and discharge lines.

B. Diversion

1. Temporary diversion of stream flow around the isolated work area.

1.4 SUBMITTALS

A. Fourteen Days before beginning work in regulated work areas, submit a contractor-developed temporary water management plan (TWMP) that meets water quality and environmental guideline requirements.

B. Include the following minimum information in the TWMP:

1. The sequence and schedule for dewatering and re-watering. This sequence and schedule must include when to contact the Construction Manager prior to dewatering and re-watering in accordance with permit requirements.
2. The measures that will be taken to comply with Washington State Water Quality Standards in WAC 173-201A.
3. How the work area is isolated from the active stream flow upstream, through, and downstream.
4. How the stream flow is routed and conveyed around or through the isolated work area.
5. How fish passage is provided around the work area.
6. How the isolated work area is de-watered.
7. How the pumped water is treated, if necessary, before it is discharged downstream.
8. Description of all construction stages, including appropriate contact points for each stage.
9. A list of on-site backup materials and equipment.
10. Provide the name of the temporary water management Subcontractor (if applicable) and Contractor's superintendent, and their 24-hour contact phone number 10 Days before the pre-work meeting. If changes in the appointment of the TWM Subcontractor or Contractor's superintendent occur during the term of the Contract, provide written notice to the Construction Manager within 5 Calendar Days of the change.
11. Calculations of water withdrawal pump's capacity.

12. Details of the proposed water intake screen used to isolate in-water Work area.
 13. How flows will be maintained for the irrigation withdrawals.
- C. Any change to the TWMP during construction shall comply with WAC 196-23-020 and requires approval prior to implementation.
- D. Obtain the Construction Manager's written approval before beginning work in in-water work areas.

PART 2 - PRODUCTS

2.1 INCIDENTALS

- A. Standard, incidental materials, products and equipment required to perform scope.

2.2 WORK AREA ISOLATION STRUCTURES

- A. Work Area Isolation Structure may consist of seclusion fencing, floating booms, sandbags, ecology blocks, inflatable bladders and/or other suitable means. Submit type of work area isolation structures and details pertaining to the installation, operation, maintenance, and removal of work area isolations to Construction Manager for review and approval prior to construction.
- B. Work area isolations shall include plastic liner or fine mesh silt fence to reduce the amount of fines entering the free-flowing portion of the stream.

2.3 DEWATERING

- A. Pumps, pipes, associated erosion and sedimentation controls and standard incidental materials, products and equipment required to perform scope.
- B. When drawing or pumping water from any stream, protect fish by equipping intakes with screens having a minimum 27 percent open area and meeting the following requirements:
1. Perforated plate openings shall be 3/32 inch or smaller.
 2. Mesh or woven wire screen openings shall be 3/32 inch or smaller in the narrowest direction.
 3. Profile bar screen or wedge wire openings shall be 1/16 inch or smaller in the narrow direction.

Provide screens with a bypass system to transport fish safely and rapidly back to the stream.

PART 3 - EXECUTION

3.1 GENERAL EXECUTION

- A. Installation, operation, maintenance, and removal of work area isolation structures shall be performed in accordance with the execution outline in 3.3 Dewatering. The Contractor's Stormwater Pollution Prevention Plan (SWPPP) and SWPPP updates per National Pollution Discharge Elimination Permit (NPDES), if required.
- B. Said work shall commence at the downstream end of the project and proceed upstream unless otherwise approved by the Construction Manager.
- C. Temporary conveyance around the isolated work areas shall convey the minimum flows allowed based on the 2-year peak flow (254 cfs).

3.2 TEMPORARY WORK AREA ISOLATION

- A. Install a work area isolation in the stream along the bank as a work isolation structure as shown in the TWMP provided by contractor.
- B. Establish and maintain temporary construction access to the stream from the bank in a manner that minimizes disturbance. Any disturbance outside of the temporary disturbance limits that occur during staging or construction shall be documented by the contractor.
- C. Construct the channel and the habitat complexity elements within the isolated work area.
- D. Remove work area isolations after the channel and the habitat complexity elements are constructed.

3.3 DEWATERING

- A. Fish exclusion shall occur prior to pumping and dewatering. Contractor shall provide a minimum 48-hour notice to the Construction Manager prior to dewatering efforts to allow the Construction Manager, with the assistance of the Contractor to perform fish exclusion.
- B. Pump water into the adjacent floodplain with sufficient separation from the active channel to settle sediments and turbidity of the active work areas in a manner that maintains a relatively dewatered, safe active work area per the SWPPP.
- C. Pumps shall only be used within isolated work areas and are otherwise restricted from use within the channel.
- D. Provide, maintain, and operate necessary pumps and other equipment for removal of water from the site and to keep other parts of the work free from water as required for constructing each part.
- E. Accomplish dewatering by use of pumps with adequate lift capacity, screens, discharge piping, hoses and pipelines, valves, and intakes.
- F. Monitor and control discharge in accordance with project permitting requirements.

3.4 REWATERING

- A. Contractor shall notify the Construction Manager a minimum of 7 calendar days in advance of rewatering the stream channel.
- B. Contractor shall introduce water to the isolated stream channel and trap sediments until the turbidity limits are met downstream of the isolated section.
- C. Once turbidity limits are met, the contractor may begin removing the isolation structures.
- D. Contractor shall complete all construction items within the ordinary high-water mark prior to removing fish exclusion nets.

3.5 CLEANUP

- A. Remove temporary pump works for dewatering in a manner that meets the requirements of the permits and as approved by the Construction Manager.

END OF SECTION

SECTION 02276

FISH EXCLUSION AND REMOVAL

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work includes assistance with the removal of fish from the in-water work area with minimal impacts to fish under direct supervision of a qualified fish biologist.
- B. Work includes exclusion of fish from the proposed in-water disturbed areas using screening methods and equipment identified in this section.
- C. Review of approved in-water work window defined in permit documents.

1.2 REFERENCES

- A. This section incorporates by reference the following documents. In case of a conflict between the requirements of this section and those of the listed documents, the requirements more stringent shall prevail.

Reference	Title
HPA	Washington Department of Fish and Wildlife (WDFW) Hydraulic Project Approval (HPA)
WAC	Washington State Water Quality Standards in the Washington Administrative Code (WAC) 173-201A
WSDOT	WSDOT Fish Exclusion – Protocol and Standards (2023 update)

1.3 SUBMITTALS

- A. The contractor shall provide a schedule showing the following activities that illustrate how the Work will be completed within the in-water work window:
 - 1. Schedule and sequence for Fish Block Net Installation and Fish exclusion.
 - 2. Provide the type and size of materials for fish exclusion.

PART 2 - PRODUCTS

2.1 INCIDENTALS

- A. Standard, incidental materials, products and equipment required to perform scope.

2.2 NETTING AND COLLECTING

- A. Block nets shall be composed of 3/32-inch knotless stretched nylon.
- B. Dip nets and seines used to move fish shall be composed of knotless non-abrasive materials.
- C. Holding containers shall be lidded dark-colored containers.

PART 3 - EXECUTION

3.1 GENERAL EXECUTION

- A. Fish exclusion and removal shall be performed according to HPA permit conditions, WAC 173-201A and the WSDOT Fish Exclusion – Protocol and Standards (2023 update).
- B. A qualified biologist will be provided by KCHA and will possess the required knowledge, training, and experience for safe and effective implementation of this section with the assistance of the contractor during fish exclusion and removal.
- C. Block nets shall be secured to both banks and the channel bottom to prevent failure due to debris accumulation, high flow and/or flanking. The qualified biologist (provided by KCHA) shall identify the location of block netting. The contractor will provide the block nets.
- D. Block nets shall remain in place until work within wetted area is completed.
- E. Block nets shall be inspected 3 times daily for debris blockage and fish impingement.
- F. Any pumps used for dewatering shall meet requirements defined in Section 02275 – Temporary Stream Bypass.

END OF SECTION

4. Permanent cut and fill slopes shall be inclined no steeper than 2H: 1V. All fill placed to construct permanent slopes shall be placed as compacted structural fill.

B. Areas covered by the Work, including excavated and filled sections and transition areas, shall be graded uniformly to the elevations shown in the Contract Documents. The finished surface shall be reasonably smooth, compacted, and free from irregular surface changes. The degree of finish shall be that ordinarily obtainable from a blade-grader operation and rolled with a vibratory compactor. The finish surface shall be not more than 0.05-foot above or below the established grade. Ditches shall be finished to drain readily. The surface of areas to be paved on which a base course is to be placed shall not vary more than 0.05-foot from established grade and cross-section.

3.10 TESTS

A. The Owner's Geotechnical Consultant will take samples and perform moisture content, gradation, compaction, and density tests during placement of backfill materials to check compliance with these specifications. The Contractor shall remove surface material at locations designated by the Owner's Geotechnical Consultant, and provide such assistance as necessary for sampling and testing, including potholing. Testing by the Owner's Geotechnical Consultant does not relieve the Contractor of its responsibility to determine, to its own satisfaction, when and if their work meets the specifications. The Owner's Geotechnical Consultant in accordance with the following will make tests:

<u>Test</u>	<u>Standard Procedure</u>
Gradation	ASTM D 422
Moisture Content	ASTM D3017
Density In-Place	ASTM D 6938
Moisture Density Relationships	ASTM D 1557

B. Tests for earthwork for structures, such as abutments and walls, shall meet the requirements of WSDOT Standard Specification Section 2-09, Division 9, and sections referenced therein.

END OF SECTION

SECTION 02310

DEWATERING

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes requirements for:
 - 1. Dewatering to control groundwater flow and reduce water levels and hydrostatic pressures during all construction activities.
 - 2. Designing, furnishing, installing, maintaining, operating, and removing temporary dewatering systems and controls as required to control water levels and hydrostatic pressures during construction.
 - 3. Constructing, maintaining, and removing equipment and instrumentation when no longer needed.
- B. Dewatering includes intercepting seepage into open excavations; increasing the stability of and preventing loss of material from bottoms of excavations, disposing of pumped water, monitoring of water quality and the proper treatment and disposal of contaminated water.
- C. Subsurface conditions were investigated by GeoEngineers and their findings including dewatering recommendations are shown in their report titled Geotechnical Engineering Report, Sandpiper East Apartments-Kelsy Creek Crossings, dated November 15, 2023, , referred to in this document as the "Geotechnical Report". This report is included in Appendix A.

1.02 SUBMITTALS AND TRANSMITTALS

- A. Prior to installation of dewatering system, submit Dewatering Plan that includes working drawings and design data, indicating the following:
 - 1. The proposed type of dewatering system including technical information for equipment and materials for dewatering and monitoring. Technical information will include, but not be limited to:
 - a. Filter Pack: documentation in support of grain size determination.
 - b. Documentation in support of well, wellpoint or eductor screen design.
 - c. Manufacturer's pump performance curves.
 - 2. Dewatering plan drawings and schematics that include:
 - a. Arrangement, location and depths of system components, including, but not limited to number, location, and depth of pumped wells, vacuum wellpoints, eductors, observation wells and vibrating wire piezometers.
 - b. Locations and workings of primary and backup power supply.
 - 3. Complete description of equipment and instrumentation to be used, with installation means, methods, and materials, and operation, and maintenance procedures.

4. Installation schedule, phasing and sequencing, dewatering operations schedule, maintenance schedule, and removal and abandonment schedule.
 5. Monitoring system and equipment for dewatering flow rates and volumes
 6. Types, sizes and locations of filters.
 7. Information and design calculations supporting dewatering system capability and capacity to support sump pumping volumes.
 8. Design calculations demonstrating adequacy of the proposed systems and equipment.
 9. Monitoring program and predicted groundwater levels at wells and piezometers, including, but not limited to, those identified in the Contract Documents.
 10. Uplift calculations.
 11. Startup and operating procedures for dewatering systems including discharge rate and volume at each location of discharge.
 12. Methods of disposal of pumped water including locations of discharge to the storm or sanitary sewer system.
 13. Methods for decommissioning dewatering wells, monitoring wells, and piezometers.
- B. Transmit copies of the special permits required for performing the work of this Section.
- C. Transmit logs of well installations, which shall be reviewed and signed by the dewatering systems designer and shall include:
1. Drilling method, location, unique well designation, soil descriptions, groundwater conditions, and borehole depth
 2. Well completion information:
 - a. Well material and diameter
 - b. Total depth
 - c. Well screen material, slot size, length, and interval depth
 - d. Filter Pack material and interval depth
 - e. Seal material and interval depth
 3. Well development records
 4. Drilling Notice of Intent and Ecology Well Tags
- D. Transmit written documentation of decommissioning of all eductors, wellpoints, wells or other penetrations below the excavation subgrade including unique identification number, location coordinates, date and time of decommissioning, the names of the Contractor's personnel performing the decommissioning and the Resident Engineer's representative observing the decommissioning.

1.03 QUALITY ASSURANCE

- A. Employ the services of a subcontractor who is normally involved, experienced, and well qualified in the field of dewatering design, installation, operation and maintenance and has

the current, valid licenses necessary to perform the work in compliance with applicable regulations.

- B. Have available, at all times, competent workers and spare equipment for the continuous and successful operation of the dewatering systems, 24 hours per day, 7 days per week.
- C. Provide water quality and quantity monitoring and maintain records as required by the applicable permits.

PART 2 - PRODUCTS

2.01 SYSTEM DESCRIPTION

- A. Design Requirements
 - 1. The Contractor is responsible for the design and adequacy of the methods and systems to accomplish the following:
 - a. Within plan limits of excavation, lower the groundwater level at least 3 feet below the base of the excavation.
 - b. Develop a substantially dry and stable subgrade for execution of construction operations.
 - c. Prevent damage to adjacent buildings, structures, utilities, and other work that may result from settlement or other groundwater-related effects.
 - 2. Methods of dewatering may include sump pumps, single or multiple stage well point systems and combinations thereof.
 - 3. Locate dewatering systems where they will not interfere with utilities and construction work to be performed by others.

2.02 MATERIALS

- A. Furnish all materials, tools, equipment, facilities, and services as required to provide a complete and functional dewatering system.
- B. Provide standby power, pumps and other equipment in good working order and of adequate capacity to continue dewatering operations if the dewatering system experiences failure.
- C. Provide instrumentation for monitoring groundwater levels and flow rates in accordance with the requirements for geotechnical instrumentation and monitoring of earthwork, as stated elsewhere in the Contract Documents.
- D. Provide flow-meters for measuring the flow rates.

PART 3 - EXECUTION

3.01 CONSTRUCTION

- A. Dewatering System
 - 1. Install, operate and maintain dewatering in accordance with Dewatering Plan, working drawings and design data. Notify the Construction Manager of any changes made to accommodate field conditions and, on completion of the

dewatering system installation, revise and resubmit working drawings to indicate the installed configuration.

2. Locate dewatering pumps away from sensitive receptors and shield with noise-attenuating barriers or shrouds.
3. Dispose of pumped water from excavation, wellpoints or other dewatering installations, and drainage from areas used or occupied for construction and other purposes. Construct pipelines, including underground portions in streets, as necessary. Flush storm sewer and drains prior to the start of dewatering. Arrange discharge line to facilitate taking of samples.
4. Organize dewatering operations to maintain the groundwater level below excavations as required for execution of the work and to provide a stable, dry excavation and subgrade for the execution of construction operations.
5. Maintain water levels outside of excavations as necessary to protect buildings and infrastructure.
6. Provide backup power generator and automatic power transfer system that will activate, in the event that the primary power supply fails, to ensure continuous operation of the dewatering system.
7. Meet quantity and quality discharge permit requirements in accordance with the requirements for temporary site water discharge, as stated elsewhere in the Contract Documents, for pumped water before discharging to approved points of connection to the storm or sanitary sewer.
8. Dewatering System Removal and Decommissioning
 - a. Upon written authorization of the Construction Manager, remove all dewatering system facilities, and decommission all eductors, wellpoints, and pumped and observation wells using a Washington State-licensed water well Contractor.
 - b. Notify the Construction Manager 24 hours prior to decommissioning any wells, sumps, gravel drains or other penetrations below the excavation subgrade.
 - c. Decommissioning of any eductors, wellpoints, wells or other penetrations below the excavation subgrade.

3.02 MAINTENANCE

A. Dewatering System

1. Maintain dewatering systems in accordance with working drawings, design requirements, and equipment manufacturers' recommendations.
2. Immediately replace materials, equipment or facilities that are damaged or cease to operate properly. Notify the Resident Engineer of replacements made to the dewatering system.

3.03 FIELD QUALITY CONTROL

A. Records

1. Observe and record information required in the Contractor Dewatering Plan.

2. Observe and record the flow rate and time of operation of each pump used in the dewatering system. Where necessary, provide flow meters for measuring the flow rates.
3. Measure and record the elevation of the groundwater during the period that the dewatering system is in operation at contractor-installed monitoring wells or piezometers (including vibrating wire piezometers). Records shall be submitted weekly.

END OF SECTION

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SECTION 02335

CHANNEL EXCAVATION AND CONSTRUCTION

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This section consists of furnishing, mixing, and placing aggregates for streams, rivers and waterbodies of the type specified. Imported aggregates for streams, rivers, and waterbodies will be classified as below.
- B. Nothing in this Section shall relieve the Contractor from full responsibility for the adequacy of protective works and compliance with permit requirements. Work shall not commence until Construction Manager has approved.

1.2 RELATED SECTIONS

- A. Section 01570 – Temporary Environmental Controls
- B. Section 02100 – Clearing and Grubbing
- C. Section 02300 - Earthwork
- D. Section 02370 – Erosion and Sedimentation Control
- E. Section 02960 - Large Woody Material

1.3 REFERENCES

- A. This section incorporates by reference the following documents. In case of a conflict between the requirements of this section and those of the listed documents, the requirements more stringent shall prevail.

Reference	Title
NPDES	National Pollutant Discharge Elimination System
TWMP	Temporary Water Management Plan
WSDOT	Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction 2024
WAC	Washington State Water Quality Standards in the Washington Administrative Code (WAC) 173-201A

1.4 DEFINITIONS

- A. Imported Material: Materials produced / manufactured per WSDOT Standard Specifications at offsite facilities.

1.5 SUBMITTALS

- A. Submit the following in accordance with General Conditions A201-2017 Article 3.12:
 - 1. All imported fill, streambed material, and backfill.

2. Samples of all imported fill materials shall be submitted fourteen (14) Working Days in advance of use. Samples shall consist of 0.5 cubic feet of each type of material. Contractor shall specify the intended use for each submitted sample.

B. The Contractor shall obtain an NPDES permit should the Contractor impact an area that exceeds 1.0 acres.

1.6 SCOPE

A. Isolate channel work area per Section 02275 (Temporary Stream Bypass) and Section 02370 (Erosion and Sedimentation Control)

B. Excavate proposed channel to the lines, grades, and cross sections shown on the Plans, as directed by Construction Manager, and per Section 02300 Earthwork.

C. Sort and screen stream channel excavation material for potential reuse in the proposed channel. No material will be considered unsuitable on the sole basis that special or additional processing or handling is required to make it suitable for incorporation into the project.

D. Place excess suitable material (excluding large, angular rocks) excavated from the proposed location of roughened channels in permanent disposal area.

E. Haul and disposal of unsuitable material excavated.

F. Import streambed boulders and streambed material volume required to grade the project in conjunction with the excavated and screened material and stockpile on site.

G. Install channel materials under dewatered or otherwise dry channel conditions.

H. Restore areas of streambanks beyond proposed channel limits disturbed during construction to pre-existing grades using bioengineering methods as approved by the Construction Manager.

I. Nothing in this Section shall relieve the Contractor from full responsibility for the adequacy of protective works and compliance with permit requirements. Work shall not commence until Construction Manager has approved.

PART 2 - PRODUCTS

2.1 GENERAL

A. Standard, incidental materials, products and equipment required to perform scope.

B. All equipment operating below the ordinary high water mark shall use biodegradable fluids and be cleaned of invasive species in conformance with the project permits and HIP IV General Conservation Measures.

C. Materials shall meet the requirements of the following sections of the 2024 WSDOT Standard Specifications Manual:

1. Streambed Sediment 9-03.11(1)

2. Streambed Cobbles 9-03.11(2)

3. Streambed Boulders 9-03.11(5)

D. Engineered Streambed Material shall be a mix of the following aggregates with the associated ratios:

1. ***Streambed Sediment: 30%, by volume***
2. ***Streambed Cobbles 10 In.: 70%, by volume***
3. ***Streambed Boulders Type Three.: 100%, by volume***

Streambed material is composed of streambed sediment and streambed cobbles at the ratio specified above.

E. Evaluate each load of streambed material received on site, and placed, to verify the material received in the field conforms to submittal requirements, including that it meets the specified gradation (well-graded mix of stones of specified sizes to resist erosion) and has sufficient fines (to avoid subsurface flow of water upon re-watering of channel). Reject non-conforming material including poor quality stones, fractured riprap type material, undersized material, poorly graded material, and material lacking sufficient fines.

2.2 STREAMBED SEDIMENT

A. Streambed sediment shall meet the following requirements for grading when placed in hauling vehicles for delivery to the project or during manufacture and placement into temporary stockpile. Alternate gradations may be used if proposed by the Contractor and accepted by the Engineer. The exact point of acceptance will be determined by the Engineer.

Streambed Sediment	
Sieve Size	Percent Passing
2-1/2"	99-100
2"	85-100
1"	50-82
1/2"	28-68
No. 40	10-20
No. 200	5-10

All percentages are by weight.

2.3 STREAMBED COBBLES

A. Streambed cobbles shall have a well-graded distribution of coble sizes and shall meet the following requirements for grading when placed in hauling vehicles for delivery to the project or during manufacture and placement into temporary stockpile. Alternate gradations may be used if proposed by the Contractor and accepted by the Engineer. The exact point of acceptance will be determined by the Engineer.

Streambed Cobbles	
Sieve Size	Percent Passing
10"	99-100
8"	70-90
4"	30-60
3/4"	10 max.

All percentages are by weight.

The grading of the cobbles shall be determined by the engineer by visual inspection of the load before it is dumped into place, or, if so ordered by the engineer, by dumping individual loads on a flat surface and sorting and measuring the individual rocks contained in the load.

2.4 STREAMBED BOULDERS

- A. Streambed boulders shall be hard, sound, and durable material, free from seams, cracks, and other defects tending to destroy its resistance to weather.
- B. Streambed boulders sizes are approximately as follows, see Plans for sizes specified:

Rock Size ¹	Approximate Size
One Man	12"–18"
Two Man	18"–28"
Three Man	28"–36"
Four Man	36"–48"
Five Man	48"–54"
Six Man	54"–60"

Notes:

¹ Approximate Size can be determined by taking the average dimension of the three axes of the rock Length, Width, and Thickness, by use of the following calculation:

$$\frac{(Length + Width + Thickness)}{3} = \text{Approximate Size}$$

Length is the longest axis, Width is the second longest axis, and Thickness is the shortest axis.

2.5 STREAMBED SAND

- A. Streambed sand shall meet the following requirements for grading. If the Contractor proposes an alternate gradation, the Contractor shall submit a Type 2 Working Drawing consisting of 0.45 power maximum density curve of the proposed gradation. The exact point of acceptance will be determined by the Engineer. The alternate gradation shall closely follow the maximum density line and have Nominal Aggregate Size of no less than the 3/8 inch or no greater than 5/8 inch.
- B. Streambed sand shall consist of natural unwashed material, having hard, strong, durable particles free from adherent coating or deleterious matter.

Streambed Sand	
Sieve Size	Percent Passing
1/2 "	99-100
3/8"	99-100
No. 4	90 Max
No. 8	32-67
No. 200	2-7

All percentages are by weight. The portion of sediment retained on No. 8 sieve shall not contain more than 0.2 percent wood waste.

PART 3 - EXECUTION

3.1 GENERAL EXECUTION

3.2 MIXING OF STREAMBED AGGREGATES

- A. After acceptance by the Engineer, Streambed Sediments, Streambed Cobbles and Streambed Boulders shall be thoroughly blended before placement. Acceptance of the final mixture will be based upon visual inspection by the Engineer.
- B. Streambed Aggregates may be available from the existing streambed excavation limits as shown in the Plans. Components of the excavated streambed which meet the criteria for the specific material may be used to supplement imported streambed materials and will be based upon visual acceptance by the Engineer.
- C. Streambed materials matching the design streambed gradation may be available from local unprocessed pit run sources. Pit run sources to be reviewed for use, shall require a submittal of a sieve analysis completed within the same calendar year of placement. If the material is confirmed as a potential source, the material will be sampled and tested by the Engineer for final acceptance. Submittal of these materials for use shall be submitted before the first working day.

3.3 CONSTRUCTION REQUIREMENTS

- A. The Plans and any applicable permits shall be the streambed information used to determine the Engineered Streambed Material and the meander bars for the project.
- B. The foundation for streambed materials shall be excavated to the elevations and grades shown in the Plans.
- C. Blended streambed materials shall be placed in the prepared channel excavation to the lines and grades shown on the Plans and in such a way as to prevent material segregation. Blended streambed materials shall be placed in lifts no thicker than 12 inches. Blended streambed materials in the final location shall be a well graded mix.
- D. Placement of blended streambed material shall be constructed to ensure that stream low flow rate of 30 gallons per minute is conveyed above each channel layer. The Contractor shall apply water and 1 inch Streambed Sand per 2024 WSDOT Standard Specifications Section 8-30.3(3)B to each layer to facilitate filling the interstitial voids of the blended streambed aggregate. The voids are satisfactorily filled when water equivalent to the low flow rate of the stream does not go subsurface and there is no perceivable difference in the low flow rate from upstream of the project limits to the downstream of project limits. Contractor shall apply water at the low flow rate to the stream channel for visual acceptance by the Engineer. Water shall be free from contaminants, chlorination and any additive that has a risk on fish and other ecological life.
- E. Perform all operations involved in excavating, hauling, grading, and placing of earthwork materials in accordance with Section 02300 Earthwork

3.4 CHANNEL GRADING

- A. Prior to demobilization from the site and prior to removal of any temporary crossings, and at least 2 weeks before the expiration of the in-water work window, the Construction Manager will review the completed channel grading. The Construction Manager may elect to have the Contractor perform some fine grading adjustments including LWM structures, bank treatments, and low-flow paths.

- B. The Construction Manager will provide the scope of the Contingency Grading in writing to the Contractor for review prior to commencement of the work.
- C. Perform all operations involved in excavating, hauling, and placing of earthwork materials so no damage or detriment to the completed or partially completed work results. At all times provide sufficient drainage of completed or partially completed earthwork to prevent damage or loss due to rainfall, surface water or any other cause.
- D. The Contractor shall notify the Construction Manager at least 48 hours prior to removing any temporary crossings or demobilizing from the site.
- E. Place boulders with approximately 30 percent of their diameter exposed above the streambed surface as shown in the Plans.
- F. Placement of streambed boulders will coincide with placement of the channel streambed material. Place boulders and then place the remaining engineered streambed material in 12-inch lifts.

END OF SECTION

SECTION 02370
EROSION AND SEDIMENTATION CONTROL

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This section specifies the Contractor's responsibility for sequencing work and implementing erosion and sedimentation control measures during and following construction in a manner that ensures the quality and quantity of stormwater discharges are in compliance with the Owner's Temporary Erosion and Sedimentation Control (TESC) plans, the CSWPPP, and Contract Documents.
- B. Related Sections:
 - 1. Section 01330 - Submittal Procedures
 - 2. Section 01563 - Tree Protection
 - 3. Section 01570 - Temporary Environmental Controls
 - 4. Section 01741 - Construction Waste Management
 - 5. Section 02300 - Earthwork
- C. The Contractor shall meet all Bellevue Municipal Code 24.06 regarding runoff leaving the construction site and provide a City of Bellevue Construction Stormwater Pollution Prevention Plan (CSWPPP).
- D. The Contractor shall manage on-site water and dewatering water in accordance with WSDOT Std Specifications Section 8-01.3(1)C. This includes managing dewatering water, process wastewater such as shaft drilling slurry, and ensuring environmentally acceptable hydraulic fluid is used near the creek.
- E. The Contractor shall prepare and submit a CSWPPP to the Owner before beginning construction and update this CSWPPP as required for the life of the project. The CSWPPP shall implement Best Management Practices (BMP's) to prevent erosion and sedimentation, and to identify, reduce, eliminate or prevent stormwater contamination and water pollution from construction activities. The SWPPP shall also include methods to prevent violations of surface and ground water quality and control peak volumetric flow rates and velocities of storm water discharge. The CSWPPP shall contain a Spill Prevention Plan and be prepared in accordance with the Bellevue Code.
- F. Contractor shall maintain any existing TESC measures, install any additional erosion control measures shown on the Contract Documents, and modify these measures as necessary to accomplish their work and comply with the CSWPPP, and Bellevue municipal code.
- G. The Contractor shall employ best management practices to construct, modify, monitor, and maintain erosion control onsite. These BMPs shall include, but shall not be limited to;
 - 1. Cover measures, including plastic sheeting placed over stock piled soil at the end of each day October 1 to May 1, and when rain is forecast May 2 through September 30
 - 2. Consistently maintain site access, so that soil is not tracked on to paved roads.
 - 3. Protect all catch basins on and adjacent to the site with Below Grate Inlet Device (BGID).
 - 4. The Contractor shall immediately employ a vactor-sweeper to clean and remove the soil from the paving, if soil is tracked onto paved surfaces.

5. Contractor shall police all subs and workers to prevent vehicles from driving or parking on soil and shall keep vehicles on paved or graveled surfaces.
 6. Do not perform excavations during moderate to heavy rainfall. All soil disturbing work shall be limited such that stormwater runoff does not cause active erosion into stormwater facilities.
 7. Should stormwater become turbid the Contractor shall employ measures to prevent the turbid water from entering the storm system.
- H. The Contractor shall verify adequacy of the site construction water quality control measures, as it relates to their limits of work, and monitor the stormwater runoff leaving their construction site.
- I. Discharge shall not cause or contribute to a violation of surface water quality standards (Chapter 171-201A WAC), ground water quality standards (Chapter 173-200 WAC), sediment management standards (Chapter 173-204 WAC), and human health-based criteria in the National Toxics Rule (40 CFR Part 131.36). Discharges shall comply with these standards.
- J. Contractor shall assume historically reasonably (average) weather patterns would prevail during the duration of this contract, as benchmarked by the Western Regional Climate Center data (www.wrcc.dri.edu) for location (457473) Seattle Tacoma WSCMO AP, Washington.
- K. Should the actual weather patterns have statistically significant deviations from the average recordings of 1931-2019, the Contractor may be entitled to an equitable adjustment in time, but in no case shall the Contractor receive an increase in their Contract amount.

1.2 REFERENCES

- A. This section incorporates by reference the following documents. In case of a conflict between the requirements of this section and those of the listed documents, the requirements more stringent shall prevail.

Reference	Title
SWPPP	Stormwater Pollution Prevention Plan.
COBSWES	City of Bellevue Surface Water Engineering Standards 2023
WSDOE	Washington State Department of Ecology Storm Water Management Manual for Western Washington, latest edition.
WSDOT	Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction 2024.

- B. The Contractor shall have one copy of the above referenced standards/manuals at the job site whenever construction is in progress.
- C. The standard specifications apply only to performance and materials and how they are to be incorporated into the work. The legal/contractual relationship sections and the measurement and payment sections in the referenced standard specifications do not apply to this Project.

1.3 SUBMITTALS

- A. Submit the following documents in accordance with General Conditions A201-2017 Article 3.12.
1. Product data on the tackifier, hydro seed mix, and fertilizer.

2. A Winterization Plan with Contractor proposed modifications describing TESC controls locations, phasing, implementation schedule, contingency measures, inspection procedures, maintenance, monitoring, record keeping forms, and similar information to fully describe the Winterization plan. The Winterization Plan shall include but is not limited to the following:
 - a. Stabilized construction entrance.
 - b. Sediment control to prevent sediment discharge to stormwater.
 - c. Storm drainage system protection.
 - d. Protection of exposed soil.
 - e. Map showing TESC measures consistent with work sequencing.
 - f. A letter designating the construction site erosion and sediment control lead and certification.
3. A Construction Stormwater Pollution Prevention Plan (CSWPPP) is required.
 - a. The Contractor shall prepare a CSWPPP per Section 01570 – Temporary Environmental Controls, and have the CSWPPP approved prior to work.
 - b. The CSWPPP shall implement Best Management Practices (BMPs) to prevent erosion and sedimentation, and to identify, reduce, eliminate or prevent stormwater contamination and water pollution from construction activities. The CSWPPP shall also include methods to prevent violations of surface and ground water quality and control peak volumetric flow rates and velocities of stormwater discharge. The CSWPPP shall contain a Spill Prevention Plan and be prepared in accordance with the HPA permit requirements.
 - c. The CSWPPP shall include the wet weather work, as defined by the HPA permit and shall be identified in the Contractor's construction schedule.
4. Water Quality Sampling and Monitoring Plan
 - a. Submit a detailed monitoring plan for sampling and testing of stormwater entering and leaving the Contractors limits of work. Such plan shall conform to the HPA permit requirements and shall include as a minimum;
 - i. Monitoring locations
 - ii. Monitor for turbidity, rainfall, pH, and phosphorus.
 - iii. Forms and procedures for sampling and testing.
 - iv. Equipment, including calibration data and procedures for equipment.
 - v. State who will perform sampling and testing, and at what frequency.
 - b. Submit reporting protocol to include the following:
 - i. High Turbidity results to the Engineer within 12 hours of analysis.
 - ii. Discharge Monitoring reports weekly and within two (2) Working Days following the end of the week.
 - iii. CSWPPP in accordance with section 1.1.D above.
5. Certificates of inspection of seed by state or federal authorities and copies of delivery invoices or other proof of quantities of mulch and fertilizer.

1.4 WATER QUALITY SAMPLING

- A. The Engineer will occasionally independently monitor stormwater quality during construction. The Engineer's monitoring shall not relieve the Contractor of the responsibility to perform their own monitoring or to meet the TESC and/or discharge requirements stated in the Contract Documents and the HPA permit.
- B. The Engineer will independently monitor stormwater quality during construction to verify the tributary flows coming to the pond and convey this information to the Owner.

PART 2 - PRODUCTS

2.1 CONSTRUCTION GEOSYNTHETIC (GEOTEXTILE)

- A. Refer to Section 02300 - Earthwork for Construction Geosynthetic erosion control applications and requirements.

2.2 HYDROSEEDING - MATERIALS FOR EROSION CONTROL

- A. Hydroseed mix shall be free of phosphorus, and shall include "Ecolawn" seed mix as specified on the Plans.
 - 1. Hydroseed mix installed on slopes shall be installed in conjunction with installation of erosion control blanket (Curlex 1 (by American Ecelsior), S-150 (by North American Green), or equal.
 - 2. Tackifier for hydroseed mix shall be per WSDOT Standard Specifications Section 9-14.5(7).

2.3 CLEAR PLASTIC SHEETING

- A. Clear Plastic sheeting for erosion and sediment control shall have a minimum thickness of 6 mil. and shall meet the requirements of WSDOT Section 9-14.6(3).

2.4 CATCH BASIN PROTECTION - BELOW GRATE INLET DEVICE

- A. Catch basin protection for sediment collection shall be a Below Grate Inlet Device (BGID) as manufactured by ACF Environmental or an approved equivalent product. Use appropriately sized Catch Basin Protection for installation in the structure. Runoff entering the basin must flow through the BGID and additional measures may be required to prevent water from running down the basin wall, bypassing the BGID.

2.5 RIPRAP

- A. Refer to Section 02300 - Earthwork for Rip Rap applications and requirements.

2.6 MULCH AND AMENDMENTS

- A. Mulch and amendments shall be per WSDOT Standard Specifications Section 9-14.5
- B. Straw mulch shall be free of vegetation and seed that could establish upon placement of the mulch per WSDOT section 9-14.5(1)
- C. Wood fiber mulch and wood cellulose fiber shall be produced from natural or recycled pulp fiber, and shall not contain rock, metal or plastic per WSDOT section 9-14.5(3)
- D. Compost shall be per WSDOT section 9-14.5(8)

2.7 EROSION CONTROL BLANKET

- A. Erosion control blanket for reducing erosion and helping establishment of permanent vegetation on inboard and outboard slopes shall be per WSDOT 9-14.6(2) and be Curlex I manufactured by American Excelsior Co., or SC150 manufactured by North American Green. Install per the recommendations of the manufacturer and the Owner's Geotechnical Consultant.

PART 3 – EXECUTION

3.1 GENERAL

- A. At the inflows to the site and outfalls of the site, the Contractor shall test and monitor the following:
 - 1. Turbidity, Rainfall, pH, Phosphorous, and petroleum products.
 - 2. Test and monitor at the areas shown on the plans or designated areas by the Engineer.
 - 3. Testing shall be completed a minimum of once a day, for every day construction water is being discharged, and within 2 hours of a rainfall. This testing frequency may exceed the requirements of the permit. When this occurs, the more frequent testing shall prevail.
 - 4. Provide the testing and monitoring data to the Engineer to verify compliance or assess any required payment of fees.
- B. Employ a Construction Site Certified Erosion and Sedimentation Lead (CESCL) to be responsible for inspecting, reporting, implementing and maintaining effective TESC to prevent violations of the HPA Permit. The designated CESCL shall be:
 - 1. Certified in either the WSDOT Construction Site Erosion and Sediment Control LEAD program or the Washington State Department of Ecology Trade Contractor Erosion and Spill Control Lead program.
 - 2. Named in writing on company letterhead. Include the designation letter and a copy of the designee's certification in the SWPPP submittal. Also specifically confirm in the designation letter the CESCL availability and authority to ensure rapid and effective response to ESC and spill response problems during work hours and non-working hours, and any alternates.
- C. Designated CESCL shall be required to implement the following requirements in addition to any other requirements outlined in the HPA permit:
 - 1. Attend the Preconstruction Meeting.
 - 2. Attend Weekly Construction Meetings.
 - 3. Report and log all non-soil pollution and spill events.
 - 4. Keep an inventory log of all TESC measures on-site. The Contractor shall make the log available at all times to the Engineer, the Owner, and the Department of Ecology. These reports shall also be made available to other contractors for coordination with their SWPPP and TESC efforts.
 - 5. Inspect the TESC measures daily, and ensure they are adequately constructed, protected, and maintained for continued proper functioning.

6. Monitor, maintain, manage, and document the stormwater runoff at each intake and outfall locations continually.
7. Review the competency of the ESC system by compiling and submitting written ESC Reviews (as described in item 8) according to the following schedule:
 - a. As soon as possible (but no longer than 24 hours) after every significant storm. In general, a significant storm is one with more than 0.5 inches of rain in 24 hours or less, as reported by NOAA at the SeaTac station. Other indications that a storm is “significant” are if the sediment ponds or traps are filled with water, or if gullies form as a result of the runoff, or if the Engineer advises an onsite precipitation device has recorded rainfall of 0.5 inches or greater.
 - b. From May 1 to September 30 of each year, conduct and submit an ESC Review within not more than 30 calendar days of previous ESC Review.
 - c. From October 1 to April 30 of each year, conduct and submit an ESC Review on a regular weekly basis, in addition to the ESC reviews that are triggered by storm events.
8. For each CESCL Review, the CESCL shall:
 - a. Conduct and report sampling and testing of stormwater for turbidity, PH, phosphorus and petroleum products, and each location receiving stormwater from other Contractors to the vertical construction site and runoff leaving the vertical construction site.
 - b. Provide detailed written maintenance reports of all TESC measures, including any corrective actions needed.
 - c. Investigate and report on the root cause of any non-conforming discharge.
 - d. Select additional BMP’s as may be needed to ensure compliance with jurisdictional and/or discharge requirements and direct the timely and proper installation.
 - e. Prepare reports with name, title and signature of the person conducting the site inspections, and include the following statement; “I certify that this report is true, accurate, and complete, to the best of my knowledge and belief.”
9. During storm events, the CESCL shall visually monitor intake and outfall stormwater discharge for sedimentation and turbidity. The CESCL shall be responsible for ensuring turbid water or sediment-laden runoff that leaves their limits of work and, or site is recorded and that this information is provided to the Engineer.
10. The CESCL shall administer the response to any spills or leaks of hazardous material, including preparing and submitting documentation of each event within 8 hours of occurrence, and shall provide written verification of steps taken to resolve each event.
11. The CESCL shall prepare and maintain a bound “log book” of erosion control BMP implementation, maintenance, inspection and monitoring as required by the HPA permit. Provide the logbook and all SWPPP updates to the Engineer at project closeout.

3.2 SOURCE SEDIMENT CONTROLS

- A. Place temporary erosion controls during construction using filter fabric fences, sediment traps, catch basin protection and other measures as shown on the plans.

3.3 EROSION AND SEDIMENT CONTROL

- A. Perform temporary erosion control during construction in accordance with City of Bellevue, the Washington State Department of Ecology and HPA standards, except that minimum provisions shall be no less stringent than these specifications.
- B. Perform soil stabilization and sediment trapping as follows:
 - 1. Stabilize exposed and disturbed soils, construction areas, and embankments by the suitable application of structural control measures.
 - 2. From October 1 to April 30, no soils shall remain unstabilized for more than two (2) Working Days.
 - 3. From May 1 to September 30, no soils shall remain unstabilized for more than seven (7) Working Days.
 - 4. Stormwater runoff shall pass through the sediment pond and traps prior to leaving the site.
 - 5. Construct sediment traps and ponds or use sediment tanks, filter fabric fences, straw bale barriers, and other structural control measures intended to trap sediment on-site as a first step in grading. These structural control measures shall be functional before land disturbing activities take place.
- C. Maintain TESC measures so that they function properly:
 - 1. Inspect daily and record inspections results regularly.
 - 2. Monitor water quality to verify intake vs. outfall increases.
 - 3. Report increases of the water quality to the Engineer.
 - 4. Immediately implement additional measures to reduce increases in tested up-stream levels of turbidity, PH, phosphorus, and petroleum products, to the stormwater quality at the outfall. If there are increases of the outfall vs. intake water quality, the Contractor shall notify the Engineer then correct the actions/measures to eliminate increase. If clean-up is required, the Contractor shall have the first opportunity to rectify the situation. If the Contractor cannot clean-up the system to prior levels, they are responsible for all clean-up costs incurred by the Owner.
- D. Update CSWPPP per section 1.3.A.3.
- E. Implement seasonal updates to the TESC plan and facilities as field conditions dictate and/or on or before the October 1.
- F. Construct cut and fill slopes in a manner that will minimize erosion.
- G. Protect waterways downstream from erosion due to increases in the volume, velocity and peak flow rate of stormwater runoff from the project site.
- H. Perform stabilization of temporary interceptor swales and outlets as follows:
 - 1. Design, construct, and stabilize temporary on-site interceptor swales to prevent erosion from the expected peak flow velocity from a 25-year, 24-hour frequency storm for a fully impervious condition within the tributary drainage area.
 - 2. Provide stabilization adequate to prevent erosion of outlets, adjacent stream banks, slopes, and downstream reaches at the outlets of all conveyance systems.

- I. Protect storm drain inlets made operable during construction so that stormwater runoff does not enter the conveyance system without first being filtered or otherwise treated to remove sediment. Except in time of emergency, earth dams are not acceptable at catch basin openings, local depressions, or elsewhere. Refer to Contract Documents for details and location of catch basin inserts.
- J. The construction of trenches for underground pipelines and utilities shall be subject to the following criteria:
 - 1. Open no more than 100 feet of trench at one time, when feasible.
 - 2. Place excavated material on the uphill side of trenches, where consistent with safety and space considerations.
 - 3. Trench dewatering devices shall discharge into selected outfalls directed to the regional pond facilities or sedimentation tanks, unless noted otherwise by the Engineer.
- K. Minimize the transport of sediment onto the paved roads wherever construction vehicles access routes intersect roads. If sediment is transported onto road surfaces, coordinate with the Engineer to thoroughly clean said surface at the end of each day. Remove sediment from roads by shoveling or sweeping, and transporting to a controlled sediment disposal area.
- L. Remove TESC measures within thirty (30) Calendar Days after achieving final site stabilization and subject to approval by the King County Inspector. Remove trapped sediment on-site. Permanently stabilize disturbed soil areas resulting from removal.
- M. Handle and dispose of pollutants, other than sediment, that occurs on-site during construction in a manner that does not cause contamination of stormwater.
- N. Maintain and repair temporary and permanent erosion and sediment control structural control measures, as needed, to ensure continued performance of their intended function. Conduct maintenance and repair in accordance with an approved plan.
- O. Provide and maintain tree protection fencing at the direction of the Project Arborist and in the locations shown and detailed on the Tree Protection Exhibit. Refer to Section 01563A –Tree Protection.

3.4 WORK BY OTHERS

- A. The Engineer will occasionally independently monitor stormwater quality during construction. The Engineer's monitoring shall not relieve the Contractor of the responsibility to perform their own monitoring or to meet the TESC and/or discharge requirements stated in the Contract Documents and the HPA permit.
- B. Infrastructure contractor shall independently monitor stormwater quality during the construction of the Infrastructure contract to verify the tributary flows coming to the regional facility and convey this information to the Engineer.

END OF SECTION

SECTION 02510

WATER DISTRIBUTION SYSTEMS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This section specifies construction of water distribution systems pipe, fittings, valves, hydrants, appurtenances and connections.
- B. The removal and new water main construction is on a water main that is publicly owned by the City of Bellevue and all work shall comply with the City of Bellevue Water Engineering Standards.

1.2 STANDARD SPECIFICATIONS

- A. This section incorporates by reference the following documents. They are a part of this section insofar as specified and modified herein. In case of conflict between the requirements of this section and the listed document, the requirements of this section shall prevail.

<u>Reference</u>	<u>Title</u>
City of Bellevue	January 2023 City of Bellevue Water Engineering Standards
AWWA	American Water Works Association

1.3 SUBMITTALS

- A. Provide the following in accordance with the provisions of General Conditions A201-2017 Article 3.10:
 - 1. Product Data: Technical product data and installation instructions for the materials listed in Part 2 – Products.
 - 2. Shop Drawings.
 - 3. Record Drawings

PART 2 - PRODUCTS

2.1 MATERIALS FOR WATER DISTRIBUTION SYSTEMS

- A. All materials used shall comply with Chapter W4 -Water Materials of the City of Bellevue 2023 Water Engineering Standards.

PART 3 - EXECUTION

3.1 INSTALLATION OF WATER DISTRIBUTION SYSTEM

- A. All work on the existing and replaced water main system shall comply with Chapter W5 -Water Methods of Construction of the City of Bellevue 2023 Water Engineering Standards.
- B. The Contractor shall coordinate a preconstruction meeting with the City of Bellevue Utilities Department a minimum of one week prior to the start of construction.
- C. The Contractor shall not operate any gate valves or make any connections to the existing water main without prior arrangement with the City of Bellevue.

- D. The Contractor shall you pre-disinfected water main piping, valves and appurtenances for construction of any segments of water main that cannot be tested and disinfected prior to connection.
- E. The Contractor shall ensure no disinfectant waste water shall enter Kelsey Creek.

3.2 AS-BUILT DRAWINGS

- A. Contractor shall maintain on the job site "As-Built Drawing" mark ups for the water line work and provide Record Drawings per Chapter W2-05 -Record Drawings in the City of Bellevue 2023 Water Engineering Standards

END OF SECTION

SECTION 02511

CEMENT CONCRETE CURB, GUTTER AND SIDEWALK

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The Work includes constructing cement concrete:
 - 1. Curb and gutter
 - 2. Sidewalks
 - 3. ADA Ramps
- B. Related Sections:
 - 1. Section 02300 - Earthwork
 - 2. Section 02743 - Asphalt Concrete Paving

1.2 STANDARD SPECIFICATIONS

- A. This section incorporates by referencing the following document. It is a part of this section insofar as specified and modified herein. In case of conflict between the requirements of this section and the listed document, the requirements of this section shall prevail:

<u>Reference</u>	<u>Title</u>
WSDOT	Washington State Standard Plans and Specifications for Road, Bridge, and Municipal Construction 2024.
COB	City of Bellevue Transportation Design Manual Standard Drawings 2023

- B. The Contractor shall have one copy of the Standard Specifications and Standard Plans at the job site.
- C. The Standard Specifications apply only to performance and materials and how they are to be incorporated into the work. The legal/contractual relationship sections and the measurement and payment sections do not apply to this document.

1.3 SUBMITTALS

- A. Product Data: Technical Product data for each specified product.
- B. Prior to scheduling the paving pre-construction meeting, submit the following to the Engineer for approval:
 - 1. A plan showing the proposed location of all pavement joints. Show field verified locations of surface features such as existing pavement joints, sidewalks, curb ramps, curbs, manhole, vault lids, etc. Show the proposed location of joints in relation to the surface features. Demonstrate compliance with the type of joints, dimensions, and spacing shown in the Contract Drawings.
 - 2. Proposed schedule and sequence for concrete placement and pavement related work including jointing and curing.

PART 2 - PRODUCTS

2.1 CONCRETE MATERIALS

- A. Portland cement shall conform to Section 9-01 of the WSDOT Standard Specifications. Normal use shall be type II or Type I/II.
- B. Fine aggregates shall conform to Section 9-03 of the WSDOT Standard Specifications.

2.2 CONCRETE MIXTURES

- A. Concrete design mixtures shall have minimum air content of 4.5 to 7.5 percent maximum and shall conform to Section 6-02.3(2)A of the WSDOT Standard Specifications. When automatic machine placement is used, determine design mixtures and obtain laboratory test results that meet or exceed requirements.
- B. Concrete mixtures shall meet the Consistency requirements of WSDOT Standard Specifications Section 6-02.3(4)C.

PART 3 - EXECUTION

3.1 COORDINATION AND NOTIFICATION

- A. Contractor shall plan and schedule a preconstruction meeting with the Construction Management Team to review the Contractor's approved submittal for jointing, scoring, and paving plan prior to commencing the Work.
- B. Contractor shall provide Construction Management Team notification of any work requiring special inspection or testing at least twenty-four (24) hours before the work occurs.
- C. Contractor shall allow time for Construction Management Team review of concrete formwork and jointing prior to placing Concrete.
- D. Contractor shall coordinate project schedule for inspections with all necessary KC Representatives.

3.2 EXAMINATION

- A. Verify base conditions are acceptable for the work anticipated.
- B. Verify gradients and elevations of base are correct per plan.
- C. Verify, in the presence of inspector, that the gradients and elevations of the ADA ramp forms comply with ADA Standards prior to pouring the concrete.
- D. Prior to starting work, carefully inspect installed work of other trades and verify that such work is complete to the point where work of this Section may properly commence. Notify the Owner in writing of conditions detrimental to the proper and timely completion of the work.
- E. Do not begin installation until all unsatisfactory conditions are resolved. Beginning work constitutes acceptance of site conditions and responsibility for defective installation caused by prior observable conditions.
- F. Inspect and verify concrete forms are thoroughly clean, free of defects, and will meet the required paving tolerances. Side forms used for straight sections for curb lines shall not be bent and the gap shall not exceed 1/4 inch when measured with a string over a 10 foot long

section. Do not use forms with gaps that exceed the 1/4 inch requirement and remove the forms from the project site.

3.3 CONCRETE PLACEMENT

- A. Construct curb, curb and gutter, in conformance with Section 8-04.3 of the WSDOT Standard Specifications.
- B. Construct sidewalks and ADA ramps in conformance with Section 8-14.3 of the WSDOT Standard Specifications. Provide expansion joints for ADA ramp landings and show on the jointing, scoring, and paving submittal plan.
 - 1. Sidewalk cross slopes shall not exceed 2%.
 - 2. ADA ramp slopes shall not exceed 8.3%.
 - 3. ADA ramp wing slopes shall not exceed 10%.
 - 4. ADA ramp landing zone slopes shall not exceed 2%, in any direction.

3.4 PAVING TOLERANCES

- A. Comply with dimensions as shown on the plans with tolerances as follows:
 - 1. Elevation: 1/4 inch.
 - 2. Thickness: Plus 3/8 inch, minus 1/4 inch.
 - 3. Surface: Gap below 10-foot- long, unlevelled straightedge not to exceed 1/4 inch.
 - 4. Joint Spacing: 3 inches.
 - 5. Contraction Joint Depth: Plus 1/4 inch, no minus.
 - 6. Joint Width: Plus 1/8 inch, no minus.
- B. Regardless of elevation tolerances shown above and on the Drawings, construction shall be in strict compliance with ADA requirements or shall be removed and reconstructed to compliance, at Contractor's expense.

3.5 CONCRETE JOINTS AND SCORING

- A. Standard locations for expansion joints in sidewalks are:
 - 1. To separate concrete driveway, stairways, curb ramps and their landings from sidewalks.
 - 2. Around the vertical barrel of fire hydrants, around utility poles and large diameter underground utility cover castings when located in the sidewalk area.
 - 3. Longitudinally between concrete walks, curbs, paved planting strips and solid masonry or concrete walls where they abut.
 - 4. To match as nearly as possible, the expansion joints in the adjacent pavement and curb when sidewalk abuts to curb.

END OF SECTION

SECTION 02630
STORM DRAINAGE SYSTEM

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Work shall consist of furnishing and installing detention, water quality and storm drainage systems including piping, pipe end markers, manholes, catch basins, cleanouts and underdrains in accordance with the plans and these specifications at the locations and in conformity with lines and grades established in the Contract Documents.
- B. Related Sections
 - 1. Section 02300 - Earthwork
 - 2. Section 02370 - Erosion and Sedimentation Control

1.2 REFERENCES

- A. This section incorporates by reference the latest revision of the following documents. In case of a conflict between the requirements of this section and those of the listed documents, the requirements of this section shall prevail.

Reference Title

WSDOT Washington State Department of Transportation Standard Specifications for Road, Bridge and Municipal Construction 2023.

City of Bellevue Surface Water Engineering Standards 2023

- B. The standard specifications apply only to performance and materials and how they are to be incorporated into the work. The legal/Contractual relationship sections and the measurement and payment sections do not apply to this document.

1.3 SUBMITTALS

- A. The following shall be submitted in accordance with General Conditions A201-2017 Article 3.12. Submittals shall be reviewed and approved prior to commencing work.
 - 1. Product data, including catalog cuts and technical specifications, shall be provided for the following:
 - a. Catch Basins
 - b. Manholes
 - c. Cleanouts
 - d. Frame, Grates and Covers
 - e. Pipe
 - f. Pipe Joints
 - g. Pipe bedding for each type of pipe type

2. Certificates: Submit a certificate prior to construction for the following materials, signed by the material producer and the Contractor attesting to conformance with the specification:
 - a. Pipe
 - b. Pipe Joint Materials

PART 2 - PRODUCTS

2.1 MATERIALS

A. Pipe Materials and Testing

1. Stormdrains
 - a. Couplings shall be gasketed to provide a watertight connection.
 - b. Stormdrain pipe 8-inches and larger shall be per WSDOT Section 7-04.2 at the Contractor option, unless noted on the plans. All pipes shall be smooth interior walled pipe. Excluded pipe types per COB standards shall be plain concrete storm sewer pipe and all types of steel and aluminum storm sewer pipes,
 - c. All pipe and fittings shall be legibly and permanently marked with Type and Class.
2. Jointing Materials
 - a. Joint material for ductile iron pipe shall be rubber gasket, conforming to the requirements of ANSI A21.11 or AWWA C-111.
 - b. Joint materials for other storm drain pipe materials shall be in conformance with the type of piping material used and the WSDOT Standard Specifications.
3. PVC Sleeves
 - a. Pipe shall be Schedule 40 PVC, conforming to the WSDOT Section 9-05.12(1).
4. Foundation Drain Pipe
 - a. Perforated PVC pipe shall meet the requirements of WSDOT Standard Specification Section 7-01 and 9-05.2(6). Provide two rows of 3/8-inch shop drilled perforations at 12-inch on center longitudinally, unless noted otherwise on the plans.

B. Manholes and Catch Basins

1. Catch Basins and Manholes
 - a. Catch basins shall conform to the requirements of the WSDOT Standard Specification 7-05.2.
 - b. Frame Grates and Cover
 - (1) The frame and grate shall conform to WSDOT Standard Specification 9-05.15.
2. Flow Control Structure
 - a. The Flow Control Structure shall be salvaged as indicated on construction plans and reinstalled in the new CB.

C. Water Quality Vaults

1. Water Quality vaults shall be Modular Wetland Systems Stormwater Biofiltration System as shown in the Contract Documents or approved equal.

PART 3 - EXECUTION

3.1 PIPE INSTALLATION REQUIREMENTS

- A. Storm Drainage pipe shall be installed in accordance with WSDOT Standard Specifications Section 7-08.

3.2 CLEANING AND TESTING

- A. Storm Drainage pipe shall be Cleaned and Tested in accordance with WSDOT Standard Specification Section 7-04.3(1)

3.3 MANHOLES AND CATCH BASINS

- A. General: Construction details for Manholes and Catch Basins shall conform to the applicable provisions of Section 7-05.3 of the WSDOT Standard Specifications, except as specified in the following paragraphs.
- B. Grade Adjustment: The inlet frame may be either cast into a concrete collar or set flange down on concrete adjustment blocks and mortared. It shall not, in any case, be grouted to final grade until the final elevation of the pavement, gutter, ditch, or sidewalk in which it is to be placed has been established.
- C. Pipe Connections: All rigid pipes entering or leaving a structure shall be provided with flexible joints within 1-1/2 pipe diameters of the catch basin structure and shall be placed on firmly compacted bedding particularly within the area of the structure excavation which normally is deeper than that of the storm drain trench. Special care shall be taken so that the openings through which pipes enter the structure are grouted tight in place to ensure water tightness.
- D. Salvage and re-install control structure as indicated on the construction plans.

3.4 CONSTRUCTION CONTROL, INSPECTION AND TESTING

- A. Coordinate inspection and approval of installed water quality unit with manufacturer representative before final acceptance.

3.5 AS BUILTS

- A. Contractor is responsible to provide As-Built mark up's of the storm drainage plans per Section 01783 - Project Record Documents.

END OF SECTION

SECTION 16105

FRANCHISE SITE WORK

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This work shall consist of providing all of the excavation, trenching, backfill, and surface restoration required for the electrical and franchise utility work, including conduit installation, and additional features in accordance with the Contract Documents at the locations and in conformity with the lines and grades established on the Contract Drawings.
- B. Puget Sound Energy (PSE), Lumen, and Comcast materials and installation standards as applicable.
- C. Unless otherwise noted, the location of handholes, conduit and other appurtenances shown in the Contract Documents are approximate.
- D. Related Sections:
 - 1. Section 02300 - Earthwork

1.2 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with applicable City, County, and State Codes and Ordinances and the standards of the applicable Authority Having Jurisdiction (AHJ). In case of conflict with the Contract Documents, the Codes and Ordinances govern.
- B. Basis:
 - 1. International Building Code
 - 2. NFPA 70
 - 3. Local Energy Code (enforced by AHJ)
 - 4. Puget Sound Energy, Lumen and Comcast Standards

1.3 SUBMITTALS

- A. Submit on products in accordance with General Conditions A201-2017 Article 3.12.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Comply with Section 1.2 Quality Assurance, noted above, for the provisions, specifications, and manufacturer's data. Where these may be in conflict, the more stringent requirements govern.

2.2 ACCEPTABLE MANUFACTURERS

- A. Listed manufacturers with products equivalent to specific product indicated (if any) are acceptable; Authority Having Jurisdiction is sole judge of equivalency.

2.3 CONDUIT

- A. Conduit for all franchise utility installations shall be Schedule 80 PVC unless otherwise noted in the Contract Documents.

- B. Conduits shall be capped with manufactured caps (Duct Plugs) when installation is temporarily discontinued or at the end of each conduit run. Conduit ends shall be marked with a wood stake at least 2' above grade and label indicating the appropriate franchise utility owner.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Contractor shall ensure wiring has been removed from PSE and Comcast conduit prior to demolition of existing conduit. PSE electrical wiring will be removed in the work area. Comcast wiring will be relocated to aerial around the work site by Comcast crews. Lumen wiring is currently abandoned through this work area.
- B. Field Measurements: Field verify locations of new and existing work prior to commencing work of this Section. Layout new work in accordance with the construction documents and direction from the Authority Having Jurisdiction. Contractor shall layout PSE and Lumen and Comcast installations.
- C. Protection: Protect surrounding areas and surfaces to preclude damage from Work of this Section.

3.2 CONDUIT INSTALLATION

- A. General: Install and perform the work as specified in accordance with the standards of the Authority Having Jurisdiction, manufacturer's installation instructions and directions, and NECA's "Standards of Installation." Where these may be in conflict, the more stringent requirements govern.
- B. Adjust depth of electrical and franchise utilities to avoid existing utilities and proposed utilities.
- C. Contractor is responsible for the installation for all PSE, Lumen and Comcast conduit as indicated on the Contract Documents.
- D. Do not exceed the number of conduit bends shown on the Contract Documents without Engineer approval.
- E. Provide detectable marking tape over all underground conduit. Install marker tape on top of duct banks and above any direct-buried cables and/or conduits

3.3 EXISTING UTILITIES

- A. Protect shown, visible and located utilities from damage. Promptly repair all active shown, visible and located utilities damaged by construction. This repair shall be solely at the expense of the Contractor.
- B. Promptly repair damage to existing utilities resulting from construction activities at no expense to Owner. Contractor shall make every effort to repair damages within 4 hours. Efforts include contacting the Owners of damaged utilities and coordinating repairs including support via construction equipment, personnel, and material.

3.4 TRENCHING

- A. Trenching shall be to depths as required by code, the particular installation, or as shown on the drawings. Trench width and length as required by the PSE Construction Guidelines.

- B. Trench bottom shall be free of debris and graded smooth. Where trench bottom is rock, rocky, contains debris larger than ½ inch, or materials with sharp edges, Contractor shall over excavate 3 inches and fill with 3 inches sand.

3.5 BACKFILL, BEDDING AND COMPACTION

- A. Backfilling shall not commence until the Work has been inspected and approved by the franchise utility owner. SCL standard for backfill, bedding and compaction applies to SCL distribution and Comcast distribution.
- B. Backfill conduit runs with suitable native or import material.

3.6 SURFACE REFINISHING

- A. Refinish disturbed surfaces to their original condition or improved condition dependent upon the location of the Work.

END OF SECTION

SECTION 02743
ASPHALT CONCRETE PAVING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This section includes requirements for providing and placing Hot Mix Asphalt (HMA) on a prepared base for roadways and driveways in accordance with the Contract Drawings.
- B. Related Sections
 - 1. Section 02300 - Earthwork
 - 2. Section 02511 - Cement Concrete Curb, Gutter and Sidewalk

1.2 STANDARD SPECIFICATIONS

- A. This section incorporates by referencing the following document. It is a part of this section insofar as specified and modified herein. In case of conflict between the requirements of this section and the listed document, the requirements of this section shall prevail:

<u>Reference</u>	<u>Title</u>
WSDOT	Washington State Standard Plans and Specifications for Road, Bridge, and Municipal Construction 2023.

- B. The Contractor shall have one copy of the Standard Specifications and Standard Plans at the job site.
- C. The Standard Specifications above apply only to performance and materials and how they are to be incorporated into the work. The legal/contractual relationship sections, and the measurement and payment sections do not apply to this document.

1.3 SUBMITTALS

- A. Submit in accordance with General Conditions A201-2017 Article 3.12.
- B. Prior to mobilizing and beginning construction work, submit the following:
 - 1. Complete performance test results and details on the proposed asphalt concrete mixes. In particular, include:
 - a. Percent range of air voids in the mixes.
 - b. The laboratory density of the mixes.
 - c. The percentage of the laboratory density of the mixes that relates to the specified range of in-place air voids.
 - 2. Technical data on HMA aggregates. Data shall include gradation and, in particular, test reports demonstrating compliance with the fracture requirements.
 - 3. Upon delivery of HMA to the work site, submit truckload tickets issued by the asphalt mixing plant certifying as to the class of asphalt along with weight/tonnage of load.

1.4 QUALITY ASSURANCE

- A. General: The Contract Documents show the minimum requirements that the quality of materials, workmanship, and final HMA products must meet. It is imperative that the Contractor understands that there shall be no tolerance for deviations from the specified minimum thickness of courses, ranges of in-place air voids, slopes, and surface smoothness.

- B. The Contractor shall provide Construction Management team notification of any work requiring special inspection or testing at least twenty-four (24) hours before the work occurs.
- C. Acceptance Sampling and Testing:
 - 1. To ensure compliance with the specified requirements for asphalt concrete paving the Engineer will provide the services of an independent testing laboratory for density, compaction, and gradation.
- D. Pavement Not Meeting Specifications:
 - 1. If the results of the specified inspection, sampling, and testing indicate that there is pavement that does not fully meet the requirements of the Contract Documents, said pavement shall be deemed defective and at the Engineer's sole discretion. The Contractor shall remove the defective pavement and replace it with new pavement acceptable to the Engineer at no cost to The Owner.

PART 2 - PRODUCTS

2.1 BASE MATERIAL

- A. Crushed Surfacing Base Course (CSBC) shall be per Specification Section 02300 - Earthwork.

2.2 TACK COAT

- A. Tack coat shall be by ASTM D977 emulsified asphalt or ASTM D 2397 cationic emulsified asphalt, slow setting, diluted with water at a rate not to exceed one part water to one part emulsified asphalt, of suitable grade and consistency for application.

2.3 HOT MIX ASPHALT

- A. Hot Mix Asphalt shall be Class ½-inch Performance Grade (PG) 58H-22 as specified in Section 9-02.1 of the WSDOT Standard Specifications.
- B. Aggregate shall conform to Section 9-03.8 of the WSDOT Standard Specifications, and shall be of the type, size, grading, and proportioning required for HMA Class ½-inch PG 58H-22 class of asphalt concrete.
- C. Asphalt binder shall comply with Section 9-02.1(4) of the WSDOT Standard Specifications.
- D. Hot mix asphalt concrete mix design shall comply with one of the following:
 - 1. The WSDOT Mix Design Evaluation Report from the current WSDOT QPL.
 - 2. 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.
 - 3. 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 date of contract award.
- E. The use of recycled asphalt paving materials in the mixes shall conform to the requirements of Section 9-03.8, of the WSDOT Standard Specifications. Gradation shall conform to Section 9.03.8(3) B of the WSDOT Standard Specifications.

2.4 JOINT AND CRACK SEALANT MATERIALS

- A. Pre-molded joint filler shall be composed of asphalt fiber and mineral filler with impregnated liners on both sides conforming to ASTM D 994 and the WSDOT Standard Specification Section 9-04.
- B. Joint sealant shall be self-leveling, silicone joint sealant, such as Dow Corning 890SL or approved equivalent, with equal or better performance characteristics when tested in conformance with ASTM C 719 and ASTM D 412 (modified).
- C. Rubberized asphalt crack sealing shall conform to Section 9-04.2 of the WSDOT Standard Specifications.
- D. Sand slurry for crack sealing shall consist of approximately 20 percent CSS-1 emulsified asphalt, approximately 2 percent Portland cement, water (if required), and the remainder clean U.S. No. 4 - 0 paving sand per WSDOT Standard Specifications Section 9-04.2(1)B.

PART 3 - EXECUTION

3.1 GENERAL

- A. Construction shall conform to the details, dimensions, and grades specified and shown on the drawings. Maximum variations in finished grade of paving shall be ± 0.05 feet, except that variations, which in the judgement of the Engineer could cause ponding of runoff, shall not be allowed.

3.2 HMA MIXING PLANTS

- A. Asphalt mixing plants supplying products for this Contract shall be those having established accurate quality control procedures to ensure the production of mixes that conform to the specifications consistently throughout the job and meet the requirements of Section 5-04.3(3)A of the WSDOT Standard Specifications. Submit evidence as necessary to confirm compliance with these requirements.

3.3 HAULING EQUIPMENT

- A. Hauling equipment shall conform to the requirements of Section 5-04.3(3)B of the WSDOT Standard Specifications.

3.4 HOT MIX ASPHALT PAVERS

- A. HMA pavers shall conform to the requirements of Section 5-04.3(3)C of the WSDOT Standard Specifications.

3.5 ROLLERS

- A. Rollers shall conform to the requirements of Section 5-04.3(3)E of the WSDOT Standard Specifications.

3.6 PREPARATION OF EXISTING SURFACES

- A. General preparation of existing surfaces shall conform to the applicable requirements of Section 5-04.3(4) of the WSDOT Standard Specifications.
- B. Cold planing or cold milling of bituminous pavement surfaces shall conform to the requirements of Section 5-04.3(14) of the WSDOT Standard Specifications.

- C. Crack sealing shall be included as part of the work under this Contract; shall conform to the requirements of Section 5-04.3(4)A of the WSDOT Standard Specifications, except for the following and shall be conditions and requirements:
1. Fill asphalt pavement cracks 1/4-inch and up to 3/4-inch wide with the specified rubberized asphalt, unless otherwise indicated in the Contract Documents. Sand slurry, as specified in Section 5-04.3(4)A of the WSDOT Standard Specifications, shall be only used for cracks less than 1/4-inch or more than 3/4-inch in width.
 2. As a minimum, comply with the preparation and application requirements specified by the product manufacturer to guarantee product performance.
 3. Air compressors and other related equipment used for the preparation of cracks to receive crack-sealing compounds shall be capable of delivering air blasts at a minimum rate of 100 pound/square inch, with a flow of 150 cfm and equipped with oil/moisture-filtering systems.
 4. Perform crack cleaning and drying using hot compressed air lance equipment capable of producing a minimum 2,000 fps blast velocity of air at 2,500 degrees F. minimum temperature. Only experienced personnel who shall exercise extreme caution to avoid burning the asphalt concrete shall operate the equipment. Equipment using direct flame torches shall not be allowed.
 5. Cut cracks 1/4-inch and up to 3/4-inch in width using router bits of the type recommended by the crack sealant manufacturer. Cut to the depths and widths recommended by the crack sealant manufacturer.
 6. Constantly monitor and maintain the application and safe heating temperatures while preparing hot-applied materials. Do not heat or reheat materials, or use prolonged heating periods beyond the manufacturer's recommendations. Do not use, or remove and replace materials found by the Engineer not to comply with these requirements. Have, at all times, the hot-applied material manufacturer's recommendations for the application and safe heating temperatures, and maximum prolonged heating periods displayed in a manner easily visible to the Engineer.
- D. Subgrade preparation shall meet the requirements of Section 02300 - Earthwork.

3.7 HOT MIX ASPHALT PAVEMENT

- A. Heating of asphalt material, preparation of aggregates, mix design, and mixing shall conform to the applicable requirements of Sections 5-04.3(6) through 5-04.3(8) of the WSDOT Standard Specifications.

3.8 HOT MIX ASPHALT PAVEMENT SPREADING AND FINISHING

- A. Spreading and finishing, including maximum lift thicknesses shall conform to the requirements of Section 5-04.3(7) of the WSDOT Standard Specifications.

3.9 HOT MIX ASPHALT COMPACTION

- A. In general, compaction shall conform to the requirements of Section 5-04.3(10) of WSDOT Standard Specifications, Test Point Evaluation, except that:

1. HMA having a specified compacted course thickness greater than 0.10-foot shall be compacted as required to achieve the specified 2.5 percent to 5.5 percent range of in-place air voids when tested in conformance with ASTM D 3203. The Contractor shall remove and replace HMA that does not meet the compacted air void requirements at no additional cost to the Owner.
2. The Contractor is responsible to obtain the data on the percentage range of laboratory density of the mix used for the project that relates the specified in-place air voids range.
3. It is the Contractor's responsibility to monitor temperatures, asphalt concrete placing procedures, and compacting procedures to obtain the required percentage range of laboratory density. Achieve the specified compaction requirements while the mix temperature is between a minimum of 185 degrees F and a maximum of 300 degrees F. Material not meeting the specified level of compaction before its temperature drops to 185 degrees F, shall be removed and replaced with new material achieving the specified compaction within the specified temperature limits and at no cost to the Owner.

3.10 JOINTS

- A. Longitudinal and transverse joints and joints between different courses shall conform to the requirements of Sections 5-04.3(12) A1 and A2 of the WSDOT Standard Specifications.
- B. Joints between hot mix asphalt pavement and Portland cement concrete pavement and structures shall conform to the requirements of Section 5-04.3(12) of the WSDOT Standard Specifications.

3.11 SURFACE SMOOTHNESS

- A. Surface smoothness shall conform to the requirements of Section 5-04.3(13) of the WSDOT Standard Specifications, except that the Engineer, at the Engineer's discretion, will have the Contractor either remove and replace, or repair, at no cost to the Owner, pavement presenting any of the following surface conditions:
 1. Transverse ripples.
 2. Surface hairline cracks, particularly cracks resulting from heat checking.
 3. Bumps at transverse joints.
 4. Mat separation at longitudinal joints.

3.12 WEATHER LIMITATIONS

- A. Weather limitations shall be in conformance with the requirements of Section 5-04.3(1) of WSDOT. In order to properly plan, the Contractor and the Mixing Plant shall pay special attention to weather conditions and temperatures before placing and compacting the asphalt concrete.

3.13 INSPECTION, SAMPLING, TESTING, AND ACCEPTANCE

- A. Contractor shall coordinate all required construction controls and inspections required by King County refer to KCRDCS Chapter 9 for Construction Control and Inspection requirements of this work.

3.14 PAVEMENT PROTECTION

- A. Do not permit vehicular traffic on newly constructed pavement until it has cooled and hardened and, unless approved in writing by the Engineer, no sooner than six (6) hours after placing asphalt.
- B. Provide barricades and warning devices, as required.

END OF SECTION

**SECTION 02765
PAVEMENT MARKING**

PART 1 - GENERAL

1.1 SUMMARY

- A. This section specifies pavement marking consisting of furnishing and placing pavement markings for delineation and channelization including parking stalls and edge striping, in accordance with the Contract Documents, or as directed by the Engineer.
- B. Related Sections:
 - 1. Section 02300 - Earthwork
 - 2. Section 02743 - Asphalt Concrete Paving

1.2 REFERENCES

- A. This section incorporates by reference the following document. It is a part of this section insofar as specified and modified herein. In case of conflict between the requirements of this section and the listed document, the requirements of this section shall prevail.

<u>Reference</u>	<u>Title</u>
WSDOT	Washington State Department of Transportation, Standard Specifications for Road Bridge and Municipal Construction 2024
COB	City of Bellevue Transportation Design Manual Standard Drawings 2023

- B. The Contractor shall have one copy of the Standard Specifications and Standard Plans at the job site.
- C. The Standard Specifications apply only to performance and materials and how they are to be incorporated into the work. The legal/contractual relationship sections and the measurement and payment sections do not apply to this document

1.3 SUBMITTALS

- A. Product Data: For each type of product specified. Submit in accordance with General Conditions A201-2017 Article 3.12.

PART 2 - PRODUCTS

2.1 PAVEMENT MARKING MATERIALS

- A. Paint for pavement markings shall comply with Section 9-34.2 of the WSDOT Standard Specifications. The paint shall be factory mixed, quick drying and nonbleeding. Colors shall be as indicated in the Contract Documents.
- B. Type A Liquid Hot Applied Thermoplastic material shall comply with Section 9-34.3(1).

2.2 GLASS BEADS

- A. Glass beads for pavement markings shall comply with Section 9-34.4 of the WSDOT Standard Specifications.

PART 3 - EXECUTION

3.1 GENERAL

- A. All channelization and pavement markings, such as raised pavement markers, paint, thermoplastics, etc., shall be premarked by the Striping Contractor and the layout approved by the Engineer prior to the permanent installation by the Contractor.

3.2 PAVEMENT STRIPING

- A. General: Paint pavement striping on pavement surfaces where shown in the Contract Documents and in accordance with Paragraph 8-22.3 of the WSDOT Standard Specifications. Surfaces are to be free of contaminants that may interfere with adhesion. Thinning and coverage shall be as recommended by the manufacturer, but coverage shall not exceed 80 square feet per gallon. Striping shall be of uniform width with the edges straight and even. Traffic shall be restricted from the area until the paint has dried.

END OF SECTION

SECTION 02830
CHAIN LINK FENCE

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes requirements for furnishing and installing chain link fencing, including gates, posts, fittings, hardware, anchors, and concrete footings, as indicated.

1.02 REFERENCES

- A. This Section incorporates by reference the latest revisions or the dated references (as noted) of the following documents.
1. Washington State Department of Transportation (WSDOT)
 - a. WSDOT Standard Specifications for Road, Bridge, and Municipal Construction 2018 edition
 - b. WSDOT Standard Plans
 2. ASTM International (ASTM)
 - a. ASTM A817 Standard Specification for Metallic-Coated Steel Wire for Chain-Link Fence Fabric and Marcellled Tension Wire
 - b. ASTM B750 Standard Specification for GALFAN (Zince-5% Aluminum-Mischmetal) Alloy in Ingot Form for Hot-Dip Coatings
 - c. ASTM F567 Standard Practice for Installation of Chain-Link Fence
 - d. ASTM F626 Standard Specification for Fence Fittings
 - e. ASTM F1043 Standard Specification for Strength and Protective Coatings on Steel Industrial Fence Framework
 - f. ASTM F668 Standard Specification for PolyVinyl Chloride (PVC), Polyolefin and Other Polymer-Coated Steel Chain Link Fence Fabric
 - e. ASTM F1234 Standard Specification for protection coatings on steel framework for fences.
 - g. ASTM D2247 Standard Practice for Testing Water Resistance Coatings in 100% Relative Humidity
 - h. ASTM D2794 Standard Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact)
 3. American Association of State Highway and Transportation Officials (AASHTO)
 - a. AASHTO M 181 Standard Specification for Chain-Link Fence
 - b. AASHTO T 22 Standard Method of Test for Compressive Strength of Cylindrical Concrete Specimens

- c. AASHTO T 152 Standard Method of Test for Air Content of Freshly Mixed Concrete by the Pressure Method
- d. AASHTO M 232 Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware

1.03 SUBMITTALS AND TRANSMITTALS

A. Submit the following:

- 1. Shop Drawings: Provide detailed shop drawings of the fences and gates layout, including installation details of the fencing, posts, gates, hardware, and accessories for review.
- 2. Calculations: Provide calculations demonstrating compliance with WAC guardrail specifications where indicated on the Contract Drawings. Calculations shall be sealed by a professional engineer. Include working drawings describing the geometry details and procedures.

B. Transmit the following:

- 1. Product Data: Provide manufacturer's product data and specifications of the specified fencing and gates.

PART 2 - PRODUCTS

2.01 MATERIALS

A. General: Supply fencing including fabric covering, framework, concrete footings, hardware, and all appurtenances and accessories as required for a complete installation. Construct fencing to heights indicated on the Contract Drawings.

B. Fences and Gates: Fences and Gates shall meet the requirements of WSDOT Standard Specifications Section 8-12.

C. Fences and Gates:

- 1. Chain Link Fencing Fabric: 9 gage core wire, shall be black vinyl coated, thermally fused and bonded method per ASTM F668, class 2b. Width and top and bottom finish of the fabric as specified in AASHTO M 181.
- 2. Concrete Footing: Minimum compressive strength at 28-days of 3000 pounds per square inch in accordance with AASHTO T 22. Air-entrain concrete with air content between 4.5-percent and 7.5-percent in accordance with AASHTO T 152.
- 3. Post and Rails: Material shall conform to the requirements of AASHTO M 181, Type I (zinc-coated steel), Grade 1 and shall include all round and roll-formed material (line posts, brace posts, end posts, corner posts, and pull posts). Grade 1 post material shall conform to the weight per linear foot, minimum wall thickness and detail requirements of ASTM F1043. Grade 1 post material that exceeds the maximum wall thickness requirement of ASTM F1043 may be accepted, provided it does not interfere with the proper construction of the fence.
- 4. Fittings and Hardware: Shall meet the requirements of WSDOT Standard Specifications Section 9-16.1(1)D.
- 5. Post rails, fittings and hardware shall be black powder coated per when black vinyl coated or black coated fencing is indicated on the Contract Documents. The polyester powder surface coating shall be black polyester coating to be a minimum

4 mils applied by an electrostatic method. Coating shall cover all surfaces of the wire and post sections. Coating shall be capable of withstanding the following tests:

1. Mechanical adhesion test as per ASTM D3359 - Method B.
2. Shock resistance tests as per ASTM D2794.
3. Humidity resistance in a weatherometer chamber as per ASTM D2247.
6. Tension Wire: Comply with AASHTO M 181. Class 1 galvanizing.

PART 3 - EXECUTION

3.01 CONSTRUCTION

A. Construction Requirements

1. Fences and Gates and Security Fences and Gates shall be constructed in accordance with WSDOT Standard Specifications Section 8-12 and Standard plans.

B. Remove and Reset Fence:

1. Portions of existing chain link fence that are removed to facilitate construction and not otherwise indicated for removal shall be protected from damage during removal and storage and reinstalled to its original locations and condition or replaced in kind.
2. Dispose of existing fence and gates, which are damaged by construction operations and replace with new fence and gates of the same or equivalent type at no additional cost to Owner.

END OF SECTION

SECTION 02950

LARGE WOODY MATERIAL

PART 1 - GENERAL

1.1 DESCRIPTION

- . This work consists of the installation of large woody material (LWM) structures in the river, as well as in the banks of the river and side channels, as indicated on the Plans and as directed by the Construction Manager.
- A. Includes excavation and stockpiling.
- B. Excavation shall be performed in accordance with Section 2300, "Earthwork" and Section 02370, "Erosion and Sedimentation Control"
- C. Installation shall be performed under dewatered or otherwise dry channel conditions for the main channel and side channels.
- D. Includes the procurement of wood materials.
- E. Includes procurement and placement of racking materials and slash materials.
- F. Nothing in this Section shall relieve the Contractor from full responsibility for the adequacy of protective works and compliance with permit requirements. Work shall not commence until Construction Manager has approved.

PART 2 - PRODUCTS

2.1 INCIDENTALS

- A. Standard, incidental materials, products and equipment required to perform scope.

2.2 LOG WITH/WITHOUT ROOTWAD

- A. Logs shall be imported for use in the structures. Log with rootwad shall be natural material, will vary in size, and shall meet the following requirements:
 - 1. Acceptable conifer species include Western red cedar (*Thuja plicata*) and Douglas Fir (*Pseudotsuga menziesii*). Additional conifer species shall be reviewed and may be accepted by the Construction Manager.
 - 2. Log dimensions shall match those specified in the Plans. Log length is measured from the cut end of the log to the beginning of the rootwad mass. Each log with rootwad shall have a minimum trunk diameter at breast height (DBH) as specified in the plans, measured 4.5 feet above the ground when the tree is standing. The rootwad diameter shall be a minimum of 3.0 feet with roots intact.
 - 3. The rootwad diameter shall be a minimum of 3.0 feet with roots intact.
 - 4. Logs shall, to the extent possible, include branches and limbs, and as specified, contain rootwads Wood chips shall consist of fir, hemlock or hardwood species chipped to a size 3 inches or less. Fines shall not exceed 25 percent of the mix.

5. Logs and rootwads shall be free of soil and rocks, free of rot and disease, and shall be structurally sound as accepted by the Engineer. Cleaning shall not strip logs of bark, small branches, and small roots.
 6. Any trees that naturally exceed the required minimum length may be shortened so long as they meet the minimum length for each size class. Leaving trees longer than the minimum length is also acceptable. Trees requiring shortening must be snapped or broken off rather than cut with a chainsaw for a more natural appearance. Breaking trees in this manner must not result in splintering or weakening of the treetop.
- B. All trees shall be alive when harvested with the following exception. Signs of light scorching are acceptable on large trees if confined only to the outer bark. Dead, dried out, or brittle trees are not acceptable.
 - C. When harvested, whole trees shall be excavated to retain the entire rootwad. Harvested trees shall be pushed over after loosening the soils around the tree roots to maximize root wad size and minimize handling damage to the tree roots and bole. Soil lodged around the roots shall be displaced to the extent practical without destroying the integrity of the roots. Contractor shall not cut limbs flush to the bole, except where needed to allow for legal and safe transport.
 - D. During transport to the site and staging, whole trees shall be handled with care to minimize breakage. All limbs and branches broken during harvest and transport shall also be delivered to the project and can be delivered separate from the trees. This material may be used for racking or slash, depending on size. Racking and slash material must be fresh (green) and flexible, not dry and brittle. Trees shall be handled with care to keep logs, branches and root mass intact and to minimize breakage and damage to the tree bole.
 - E. Acceptable trees may have defects such as crooks, multiple forks, bends, etc., if the tree is alive (green) when harvested and as long as minimum stem and top diameters and lengths are still met. These defects shall not affect the structural integrity of the tree, and trees that end up broken during transportation or handling as a result of these defects may be rejected by the Construction Manager.
 - F. Whole trees shall be processed into Log Types A, B, C, D, E, F and G. The log type sizes, and number of the trees/wood for the proposed structures shall be in accordance with those set forth in the Plans.
 - G. All harvested trees and logs are subject to inspection by Owner's Representative or Engineer. Upon delivery, Construction Manager reserves the right to reject any trees or logs failing to meet the specifications and requirements herein.

2.3 SMALL WOODY MATERIAL AND SLASH

- A. All treetops, limbs, and other woody material created from the harvest and loading of the trees are also to be delivered to the project. These materials may be used for slash/racking as may be called for in the large wood structure plans or specifications. Racking and slash material must be fresh (green) and flexible, not dry and brittle. All racking and slash material shall not contain invasive species.
- B. Slash materials may be sourced on site or imported.
- C. Small woody material and slash diameter shall be a maximum of 4 inches and individual lengths shall be a maximum of 10 feet.

2.4 VERTICAL PILE LOGS

- A. Acceptable vertical piles shall be coniferous species (Douglas fir and Western red cedar) and shall meet the diameter and length identified on the Plans.
- B. Vertical piles shall have a diameter of between 10 to 14 inches with an average diameter of 12 inches. Piles may vary in length between 10 and 12 feet.

2.5 LWM BOULDER ANCHORS

- A. Boulders used for anchors shall be of the size designated in Section 02335 Channel Excavation and Construction and shall meet the requirements of the 2024 WSDOT Standard Specifications Section 9-03.11(3).
- B. Chains and Hardware:
 - 1. Chain material and connecting hardware identified in Contract Plans for boulder collars shall be non-galvanized 5/8" diameter grade 70 steel chain with minimum working load limit of 15,800 lbs and connection hardware shown in the Contract Plans.
 - 2. The rebar anchor used for boulder collars shall be No. 4 (1/2-inch) deformed plain steel reinforcement rebar.
- C. Epoxy Resins:
 - 1. Epoxy adhesive used to connect u-shaped rebar to boulder anchors shall be Type IV and meet the requirements of Section 9-26.

PART 3 - EXECUTION

3.1 GENERAL LARGE WOODY MATERIAL CONSTRUCTION REQUIREMENTS

- . Imported whole trees shall be marked in a manner that specifies length. Markings shall be visible around the whole tree at any one point, and can be accomplished using tree marking paint, chalk, or similar.
- A. The Contractor shall exercise care when installing the LWM Structures to ensure that the method of installation minimizes disturbance of waterways and prevents sediment or pollutant discharge into water.
- B. The Contractor shall install each LWM Structure at the locations shown in the Plans or as approved by the Engineer. Each log shall be installed with the length of embedment and orientation shown in the Plans. The Contractor shall exercise care when installing and transporting the log to avoid damage to the log or breakage of roots. Rootwads shall remain intact during stockpile installation.
- C. Members shall be installed in trenches, rather than in wholesale bank excavation, to the extent possible, to promote greater resistance to flow.
- D. Structures shall be backfilled in 1-foot maximum lifts and compacted as each layer is installed, where there are multiple layers. The backfill will consist of the material excavated from the receiving hole and shall be compacted with construction equipment. Excess excavated material shall be removed from structure location and either placed on Project site at locations indicated on the Plans and approved by the Construction Manager. Structures shall be constructed, backfilled, and graded to appear natural.

3.2 LARGE WOODY MATERIAL STRUCTURE TYPE 1

- A. The LWM Type 1 structure shall include one Type B Log, four Type C Logs and one Type G Log. The Contractor shall place each log with rootwad as shown in the Plans and as staked by the Engineer.
- B. Three piles shall be driven into the streambank as shown in the Plans.
- C. A trench shall be excavated to a sufficient width and depth to embed the bole of the Type B Log into the channel bed as shown in the Plans. Once the log is installed, backfill the excavated trench in 1-foot maximum lifts. Compact each lift following placement using an excavator or bucket.
- D. A Type C Log shall be installed between two piles. The Type B Log shall be installed with the bole of the log embedded in the channel and the rootwad collar resting on the Type C Log.
- E. The remaining Type C and Type G Logs shall be stacked in the order and orientation specified in the Plans.
- F. Weave racking and slash material between the rootwads and piles after each log is placed.

3.3 LARGE WOODY MATERIAL STRUCTURE TYPE 2

- A. The LWM Type 2 structure shall include one Type A Log, one Type B Log, one Type E Log and one Type G Log. The Contractor shall place each log with rootwad as shown in the Plans and as staked by the Engineer.
- B. A trench shall be excavated to a sufficient width and depth to partially embed the rootwad of the Type B Log into the channel bed as shown in the Plans. Once the log is installed, backfill the excavated trench in 1-foot maximum lifts. Compact each lift following placement using an excavator or bucket.
- C. A trench shall be excavated to a sufficient width and depth to embed the bole of the Type E Log into the channel bed as shown in the Plans. Once the log is installed, backfill the excavated trench in 1-foot maximum lifts. Compact each lift following placement using an excavator or bucket.
- D. Install the Type A, B, E and G logs in the order and orientation specified in the Plans.

3.4 LARGE WOODY MATERIAL STRUCTURE TYPE 3

- A. Each LWM Type 3 structure shall include one Type A Log with rootwad with two boulders that are connected with chains to the boulder anchor. The Contractor shall place each log with rootwad as shown in the Plans and as staked by the Engineer.
- B. The streambed shall be temporarily excavated to allow placement of the LWM Structure components. Two (2) ¾-inch-diameter holes shall be drilled a minimum of 6 inches deep into each boulder anchor. After holes are drilled in the boulder anchors, the holes shall be cleaned using compressed air to blow out the dust and rock particles. After being cleaned, the holes in the boulder anchors shall be filled with epoxy adhesive per the manufacturer's instructions, and the u-shaped rebar inserted as shown in the Plans. Note that the minimum amount of epoxy adhesive to place in each hole is equal to the amount necessary to fill the hole to the top with the U-shaped rebar inserted.
- C. After epoxy adhesive has cured a minimum of 12 hours, anchor the logs to the boulders as shown in the Plans. All logs to be anchored shall be anchored such that there is no slack in the chain. The chain shall be looped around a thimble, through the U-shaped rebar, then doubled back on itself. The end of the chain shall be secured using three wire rope clips, with the saddle of the clip placed on the "live" end of the wire rope, as described in Section 6-02.3(17)F2 Applying Wire Rope Clips.

Upon completion of the tie-off of the chain, the anchor boulder shall be pressed down into the native soil using the bucket of an excavator or similar to the embedment depths shown in the Plans.

- D. The top of the Type A Log rootwad shall not extend more than 1.5 feet above the top of bank. Trim the rootwad such that the maximum width is 5 feet.

3.5 LARGE WOODY MATERIAL STRUCTURE TYPE 4

- A. The LWM Type 4A structure shall include two Type C Logs, one Type D, E and F Logs and two Type G Logs. LWM Type 4B structure shall include two Type A Logs, one Type B Log, two Type C Logs, and one Type D and E Logs. LWM Type 4C structure shall include three Type A Logs, two type C Logs, three Type D Logs and one Type E and F Logs. LWM Type 4D structure shall include one Type B, C, E, and G Logs. The Contractor shall place each log with rootwad as shown in the Plans and as staked by the Engineer.
- B. Two piles shall be driven into the streambank as shown in the Plans for LWM Type 4A structure.
- C. Trenches shall be excavated to a sufficient width and depth to embed Type C and Type D Logs as shown in the Plans and as staked by the Engineer. Once the logs are installed, backfill the excavated trench in 1-foot maximum lifts. Compact each lift following placement using an excavator or bucket.
- D. Trenches shall be excavated to a sufficient width and depth to embed the boles of Type B, E, and F Logs as shown in the Plans and as staked by the Engineer. Once the logs are installed, backfill the excavated trench in 1-foot maximum lifts. Compact each lift following placement using an excavator or bucket. The remaining Type A, D, and G Logs shall be stacked in the order and orientation specified in the Plans.
- E. Weave racking and slash material between the rootwads and piles after each log is placed.

3.6 SMALL WOODY MATERIAL AND SLASH

- A. Weave small woody material and slash between rootwads and piles for Structure Types 1 and 4.

3.7 VERTICAL PILE LOGS

- A. Piles shall be driven with the Contractor's chosen vibratory methods.
- B. Timber piles shall be cut square on the butt ends on-site before driving. If the head area of the pile is larger than that of the hammer face, the head shall be snipped or chamfered to fit the hammer.
- C. Each pile shall be driven continuously until the required embedment indicated on the Contract Plans is achieved. Pauses during pile driving, except for splicing, mechanical breakdown, or other unforeseen events, shall not be allowed. An ultimate load-bearing capacity for the timber piles is not required for this work and driving of the timber piles is only complete once the embedment specified on the Contract Plans is achieved. Bearing shall not be criteria for driving.
- D. If necessary to protect the pile from damage during driving, equip the top of the pile with a driving cap of a size and type that serves the purpose, per the pile driving equipment manufacturer recommendations.
- E. If a pile is not driven to the depths and tolerances as specified, the Contractor must gain approval from the Construction Manager or Project Engineer prior to proceeding or shall drive a replacement pile in an alternate location as recommended by the Construction Manager and/or Project Engineer.
- F. For pile installation, the contractor shall use all "normal means" as necessary at no cost to the Owner to ensure the specified embedment is achieved so long as the timber pile is not damaged.

“Normal means” refer to methods such as, casing, preboring or spudding. Blasting, mudding or jetting are not considered “normal means” and shall not be used. Prebored holes and pile spuds shall have a diameter no larger than the least outside diameter dimension of the timber pile. After the timber pile is driven, the contractor shall fill all open spaces between the pile and the soil caused by the preboring or spudding with native alluvium, as approved by the Project Engineer.

- G. Piles are anticipated to be installed through saturated granular deposits with gravels, cobbles, and boulders. Contractor shall attain Construction Manager or Project Engineer’s approval prior to shifting piles.
- H. The Contractor shall remove and replace any pile which is damaged at no additional cost to the Owner. The method used in installation and driving piles shall not subject the piles to excessive or undue abuse producing brooming, splitting, or splintering of wood. Any pile damaged during installation and driving by reason of internal defects or by improper driving, or driven out of its proper location, or driven below the designated top elevation, shall be corrected by the Contractor, without compensation, by a method approved by the Construction Manager and/or Project Engineer.
- I. No preservatives shall be applied to piles heads.

END OF SECTION

SECTION 06550

SEEDING AND PLANTING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work Planting shall be completed by the Contractor.
- B. Work in this section consists of furnishing all labor, equipment, and materials to establish trees, shrubs, and hardwood cuttings as noted on the Plans. Any substantive variance to this specification due to unforeseen conditions encountered on the site, weather conditions, plant availability, other construction activities, etc. must be approved by Construction Manager.
- C. Areas outside the limit of disturbance to be protected from damage. Any disturbance of trees, shrubs, or wetland areas outside the limit of disturbance shown on the Plans to be restored.

1.2 DEFINITIONS

- A. Establishment Period—A period when planting Work has been performed and initially accepted, and there is a Contract requirement to care for the planted areas in some way until the period ends.
- B. Native Plant (existing)—A variety of plant species occurring in its natural habitat without direct or indirect human actions.
- C. Noxious Weed—All weed designated by the Washington State Weed Board as injurious to public health, agriculture, recreation, wildlife, or all public or private property. The Washington Department of Agriculture (WDA) will be the authority in determination of noxious weed species.
- D. Riparian—Related to the bank, shore, or water-influenced areas of a watercourse or water body.
- E. Sensitive Areas—Defined areas such as Wetlands, natural water and riparian resources, special environmental zones, or where certain activities are restricted such as the use of chemicals.
- F. Specified Weeds—All noxious weeds as defined above, and all plant species identified in the Special Provisions or on the Plans as a species to be removed.

1.3 SUBMITTALS

- A. For all seed, the Contractor shall furnish the following documentation to the Construction Manager:
The state or provincial seed dealer license and endorsements.
- B. Copies of Washington State Department of Agriculture (WSDA) test results on each lot of seed.
Test results shall be within six months prior to the date of application.
- C. Submit certification before application of pesticide work begins, that when chemical weed control is used, that each applicator possesses a Washington Commercial Pesticide Applicator's License held in the individual's name. Submit a certification each time a new applicator begins application Work on the Project.
- D. Submit plant, seed, mulch, and pesticide product information prior to arrival of materials on site.

1.4 DELIVERY INSPECTION, STORAGE AND HANDLING

- A. The Contractor shall provide all planting equipment, hand tools, bags, and other necessary tools to perform planting and quality control. Heavy equipment utilized will be subject to an inspection prior to entry to the project site to ensure that it is clean and free of noxious weed seeds. Hand planting tools shall be long enough and wide enough to accommodate planting the specified size of native plants in a satisfactory manner. Planting bags shall be deep enough and in a condition to provide for the care and protection of the native plants.
- B. During shipping, plants shall be packed to provide protection against climate extreme, breakage and drying. Proper ventilation and prevention of damage to bark, branches, and root systems, must be ensured.
- C. Plants shall be delivered as close to planting locations as possible. Plants in storage must be protected against any condition that is detrimental to their continued health and vigor.
- D. Contractor shall take precautions to keep roots and stems moist during the planting operation and throughout the period that plants are stored on-site. Shipping containers containing native plants shall be opened only in full shade and shall not be exposed to direct sunlight.
- E. Plant materials shall not be handled by the trunk, limbs, or foliage but only by the container, ball, box or other protective structure. Plants shall have durable, legible labels stating correct scientific name and size. Ten percent of container grown plants in individual pots shall be labeled. Plants supplied in flats, rack, boxes, bags, or bundles shall have one label per group.
- F. Native plants are to be planted or prepared without further root or top pruning or culling. If pruning or culling appears necessary, or if mold, dry roots, evidence of injury or drying is seen, the condition shall immediately be reported to the Construction Manager.
- G. Contractor shall coordinate the delivery schedule with the Construction Manager.
- H. Plants will be inspected on-site by a Contracting Agency representative and possibly rejected for not meeting specification. Rejected plants must be removed immediately from site or red-tagged and removed as soon as possible. Rejected plants shall not be installed at the site.

PART 2 - PRODUCTS

2.1 INCIDENTALS

- A. Standard, incidental materials, products and equipment required to perform scope.

2.2 PLANT MATERIALS

- A. Plants shall be nursery grown in accordance with good horticultural practices under climatic conditions similar to or more severe than those of the project site within western Washington or as directed by the Construction Manager.
- B. Plants shall be true to species and variety or subspecies. No cultivars or named varieties shall be used.
- C. Plant species and size shall conform to those listed in the Plans or those supplied by the contractor.
- D. Container-Grown Plant Material:
 - 1. Containers shall include plastic pots, trays, or tubes (plugs).
 - 2. Plant material shall be grown in a container over time sufficient for new fibrous roots to have developed throughout the container and for the root mass to retain its shape and hold together when removed from the container.

3. Plants must be true to container size and shall be grown in the specified container size for a period of no less than one growing season prior to delivery. Plants shall not be excessively root bound.

E. Live Stakes:

1. Cutting stock shall be gathered during the dormant period and installed within 7 calendar days of harvest or as authorized by the Construction Manager. Cuttings shall not be gathered if temperatures are below 32°F (0°C).
2. Cuttings shall be protected from sun, wind, freezing, drying or injury before and during planting. Cuttings shall be stored upright in water immediately after harvesting up until they are installed. Stored material shall be examined frequently for signs of disease and planted before dormant bud development.
3. Cuttings shall be a minimum of 24 inches long (as specified in the plant lists) making the bottom cut slanted and below a dormant bud, and the top cut straight, ½ to 1 inch above a dormant bud. The diameter of pieces reserved for planting shall not be less than ½ inch thick.
4. Cuttings shall be installed such that stems intercept groundwater during low-water periods.

F. Deciduous Trees:

1. Plants shall be of typical form for the specified species. Height of branching shall bear a relationship to the size and species of tree specified and with the crown in good balance with the trunk. The trees shall not be “poled” or the leader removed.

G. Deciduous Shrubs:

1. Plants shall be of typical form for the specified species. Acceptable plant material shall be well shaped, with sufficient well-spaced side branches, and recognized by the trade as typical for the species grown in the region of the project.

H. Coniferous Trees:

1. Plants shall be of typical form for the specified species. Coniferous trees shall not be “poled” or the leader removed.

PART 3 - EXECUTION

3.1 PLANTING TIME AND CONDITIONS

- A. Non-irrigated plant material shall be installed between October 1 and March 1.
- B. Deciduous plant material shall be installed between October 15 and November 30.
- C. Evergreen plant material shall be installed between October 15 and November 30.
- D. Cutting plant material shall be gathered and installed from October 15 to November 30.
- E. When drought, excessive moisture, frozen ground, expected freezing air temperatures or other unsatisfactory conditions prevail, planting installation shall be discontinued or as otherwise directed by the Construction Manager.

3.2 LIVE STAKE TRENCH PLANTING

- A. Trenches shall be up to 18 inches wide and deep enough to intercept shallow groundwater during low-flow conditions and at least 18 inches deep, as indicated on the Plans.
- B. When obstructions below ground affect the work, Contractor shall propose adjustments to plant material location, type of plant and planting method for review and approval by the Owner's Representative.
- C. Materials excavated shall be stockpiled on the side of the trench away from the stream.
- D. All plant material shall be set plumb and held in position until sufficient soil has been firmly placed around the stem. The base of the plant shall be level with the surrounding ground.
- E. Trenches shall be backfilled by hand to minimize root/stem damage and to limit air pockets near the roots.
- F. All plantings shall be watered immediately after backfilling, until saturated.
- G. Deciduous plant material shall be installed from October 15 to November 30.

3.3 PLANTING

- A. Plant layout shall be done as indicated on the Plans.
- B. When obstructions below ground affect the work, the Contractor shall propose adjustments to plant material location, type of plant and planting method.
- C. Plant pits for container plant material shall be dug to a depth equal to the height of the root mass as measured from the base of the root mass to the base of the plant trunk. Plant pits for bare-root plant material shall be dug to a depth equal to the height of the root system. All plant pits shall be dug at least twice as wide as the root mass or root system to allow for root expansion. The sides of planting pits to be roughened to encourage root spread.
- D. All plant material to be set plumb and held in position until sufficient soil has been firmly placed around root system or ball. The base of the plant to be level with the surrounding ground.
- E. Containerized plants shall be removed from their containers and the root mass gently loosened to prevent root-bound conditions.
 - 1. The base of containerized plants to be set at the same grade as the surrounding soil; no roots should be exposed after planting. The base of containerized plants shall not be buried deeper than final grade.
 - 2. Prior to setting the plant in the pit, a maximum one fourth depth of the root mass, measured from the bottom, to be spread apart to promote new root growth. Do not compact soil around plant.
 - 3. Water each plant thoroughly after installed, ensuring the roots become saturated. the Contractor may add soil as necessary to replace any fill that settles below final grading during watering.
- F. For cuttings, prepare a pilot hole into the soil with rebar (slightly smaller diameter than cutting) if cutting cannot be easily installed into the ground. Cuttings shall be inserted, angled end down 18 inches below ground leaving a minimum of 1-foot above ground and a minimum of one to two dormant buds above ground.
- G. All plantings to be watered immediately after backfilling until saturated.

3.4 MAINTENANCE AND IRRIGATION/WATERING

- A. Plant material installed in the initial phase of planting to be maintained in a healthy growing condition during installation. Installed plants shall be maintained to foster establishment.
- B. The site shall be maintained by the contractor for 12 months after planting is finished. Maintenance of plant material to include straightening plant material, pruning dead or broken branch tips; watering; eradicating weeds, insects and disease; documenting and control of invasive species; control of planted grasses to prevent competition with planted trees; and removing and replacing installed plants that are unhealthy and/or have been physically damaged beyond full recovery. Maintenance will also include removal of litter or other coarse material that inhibits growth and establishment of installed plants.
- C. At least one site visit will occur within two weeks of planting to make any adjustments to plant material. Additional visits may be required for watering and plant replacement.
- D. The plant material will be watered as necessary to prevent desiccation and to maintain an adequate supply of moisture within the root zone, until the end of November. An adequate supply of moisture is estimated to be the equivalent of 0.5-inch absorbed water per week, delivered in the form of rain or augmented by watering. Runoff, puddling and wilting from the watering operations to be prevented. Watering of other adjacent areas or existing plant material to be prevented.
- E. Noxious weeds and persistent non-native plants that inhibit growth and establishment of installed vegetation may be removed by hand. Invasive species in the restored areas may be controlled. Spring and fall inventories for invasive species to be taken for the 12-month period following restoration. Planted grasses to be controlled such that they do not compete with the planted trees.
- F. When settling occurs to the backfill soil mixture, additional backfill soil to be added to the plant pit or plant bed until the backfill level is equal to the surrounding grade. Serious settling that affects the setting of the plant in relation to the maximum depth at which it was grown requires replanting.
- G. A tree will be considered unhealthy or dead when the main leader has died back, or 25 percent or more of the branches have died. A shrub will be considered unhealthy or dead when 25 percent or more of the plant has died. Herbaceous plants shall be considered unhealthy or dead when the crown has not produced leaves or shoots during the growing season, or when the crown appears dried or decayed. Unhealthy or dead plant material to be replaced prior to the following growing season.

END OF SECTION

SECTION 03300
CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. This Work consists of the construction of all Structures (and their parts) made of portland cement or blended hydraulic cement concrete with or without reinforcement, including bridge approach slabs.
- B. Section Includes:
 - 1. Concrete standards.
 - 2. Concrete materials.
 - 3. Admixtures.
 - 4. Curing materials.
 - 5. Accessories.
 - 6. Repair materials.
 - 7. Concrete mixture materials.
 - 8. Concrete mixture class types.
 - 9. Concrete mixing.
 - 10. Concrete forming and accessories
 - 11. Concrete reinforcing.
 - 12. Pigmented sealer.
 - 13. Resin bonded anchors.
- C. Related Requirements:
 - 1. Section 03410 "Precast Structural Concrete" for requirements specific to precast elements.

1.2 REFERENCES

- A. This Section incorporates by reference the following documents and all other sections of the WSDOT Standard Specifications required to properly interpret provisions of these sections.
 - 1. WSDOT Standard Specifications Section 6-02 Concrete Structures

1.3 ACTION SUBMITTALS

- A. This list of Action Submittals is provided for the convenience of the contractor. It is not guaranteed to be complete and does not absolve the contractor from meeting the requirements of the WSDOT Standard Specifications.
- B. Product Data:
 - 1. Concrete
 - a. Portland cement.
 - b. Low Alkali Cement
 - c. Blended hydraulic cement.
 - d. Performance-based hydraulic cement.
 - e. Fly ash.
 - f. Ground Granulated Blast Furnace Slag.
 - g. Microsilica Fume.
 - h. Natural or other pozzolans.
 - i. Aggregates.
 - j. Admixtures: Include limitations of use. Admixtures that do not comply with reference ASTM International requirements must be submitted with test data for approval.
 - 2. Form Liner to produce Concrete Finish per Plan
 - 3. Curing materials.

4. Joint fillers.
 5. Repair materials.
 6. Reinforcing steel.
 7. Items embedded in concrete such as sleeves for Pedestrian Railing posts
 8. Grout.
 9. Pigmented Sealer
- C. Design Concrete Mixtures:
1. Contractor mix designs shall meet the requirements of WSDOT Standard Specifications Section 6-02.3(2)A. It shall be on WSDOT Form 350-040.
 2. For each concrete mixture, include the following:
 - a. Mixture identification.
 - b. Mix proportions per cubic yard.
 - c. Compressive strength at 28 days or other age as specified.
 - d. Compressive strength required at stages of construction.
 - e. Durability exposure classes for Exposure Categories F, S, W, and C.
 - f. Maximum w/cm ratio.
 - g. Slump or slump flow limit.
 - h. Air content.
 - i. Nominal maximum aggregate size. Fine and course aggregate gradations.
 - j. Sources for cement and aggregates.
 - k. Test results showing aggregates do not contain Deleterious Substances in accordance with WSDOT Standard Specifications Section 9-03.
 - l. Freeze-thaw durability.
 - m. Intended placement method.
 - n. Submit adjustments to design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant changes.
- D. Shop Drawings:
1. The Contractor shall provide shop drawings for each of the structural elements as Type 2 Working Drawings prior to the fabrication of steel reinforcing bars. The Drawings shall indicate the reinforcing material specification and grade, locations for placement of reinforcement, locations of splices and mechanical anchors, locations of embedded items, locations of construction joints, and include a bar list showing the number, size, and length of all reinforcing steel. The cost of preparation of these Type 2 Working Drawings shall be considered incidental to the Work.
- E. Certificate of Compliance: The concrete producer shall provide a Certificate of Compliance for each truckload of concrete. The Certificate of Compliance shall verify that the delivered concrete is in compliance with the mix design and shall include the items listed in WSDOT Standard Specifications Section 6-02.3(5)B.
- F. Sampling, Testing, and Acceptance
1. The Contractor shall provide adequate and representative samples of the fresh concrete for the testing of concrete properties and making of cylinder specimens.
- G. Pigmented Sealer manufacturer's written instructions covering, at a minimum, the items listed in WSDOT Standard Specifications 6-02.3(14)C.

PART 2 - PRODUCTS

2.1 CONCRETE MATERIALS

- A. Materials used for the construction of cast-in-place concrete shall meet the requirements of WSDOT Standard Specifications Section 6-02.2 Concrete Structures Materials, WSDOT Standard Specifications Division 9, and sections referenced therein.

2.2 JOINT SEALING MATERIALS

- A. Joint sealing materials, including butyl rubber, shall meet the requirements of WSDOT Standard Specifications Section 9-04.

2.3 RESIN BONDED ANCHORS

- A. WSDOT Standard Specification Section 6-02.2 is supplemented with the following:
- B. The resin bonded anchor system shall include the nut, washer, and threaded anchor rod which is installed into hardened concrete with a resin bonding material.
- C. Resin bonding material used in overhead and horizontal application shall be specifically recommended by the resin manufacturer for those applications.
- D. Resin bonding material used in submerged liquid environment shall be specifically recommended by the resin manufacturer for this application.
- E. The resin bonded anchor system shall conform to the following requirements:
 - 1. Threaded Anchor Rod and Nuts:
 - a. Threaded anchor rods shall conform to ASTM A 193 Grade B7 or ASTM A 449, except as otherwise noted, and be fully threaded. Threaded anchor rods for stainless steel resin bonded anchor systems shall conform to ASTM F 593 and shall be Type 304 unless otherwise specified.
 - b. Nuts shall conform to ASTM A 563, Grade DH, except as otherwise noted. Nuts for stainless steel resin bonded anchor systems shall conform to ASTM F 594 and shall be Type 304 unless otherwise specified.
 - c. Washers shall conform to ASTM F 436 and shall meet the same requirements as the supplied anchor rod, except as otherwise noted. Washers for stainless steel resin bonded anchor systems shall conform to ASTM A 240 and the geometric requirements of ASME B18.21.1 and shall be Type 304 Stainless Steel unless otherwise specified.
 - d. Nuts and threaded anchor rods, except those manufactured of stainless steel, shall be galvanized in accordance with AASHTO M 232. Galvanized threaded anchor rods shall be tested for embrittlement after galvanizing, in accordance with Section 9-29.6(5).
 - e. Threaded anchor rods used with resin capsules shall have the tip of the rod chiseled in accordance with the resin capsule manufacturer's recommendations. Galvanized threaded rods shall have the tip chiseled prior to galvanizing.
 - 2. Resin Bonding Material, Resin bonding material shall be a two-component epoxy resin conforming to Type IV ASTM C 881 or be one of the following:
 - a. Vinyl ester resin.
 - b. Polyester resin.
 - c. Methacrylate resin.
 - 3. Ultimate Anchor Tensile Capacity, Resin bonded anchors shall be tested in accordance with ASTM E 488 to have the following minimum ultimate tensile load capacity when installed in concrete having a maximum compressive strength of 6000 pounds per square inch (psi) at the embedment specified below:

Anchor Diameter (inch)	Tensile Capacity (lbs.)	Embedment (inch)
3/8	7,800	3-3/8
1/2	12,400	4-1/2
5/8	19,000	5-5/8
3/4	27,200	6-3/4
7/8	32,000	7-7/8
1	41,000	9
1-1/4	70,000	11-1/4

- a. The Contractor shall submit items 1 and 2 below to the Engineer for all resin bonded anchor systems. If the resin bonded anchor system and anchor diameter are not listed in the current WSDOT Qualified Products List, the Contractor shall also submit item 3 below to the Engineer.
- b. For resin bonded anchor systems that are installed in a submerged liquid environment the Contractor shall submit items 1, 2, and 4 below. If the resin bonded anchor system and anchor diameter are not listed in the current WSDOT Qualified Products List, the Contractor shall also submit item 3 below to the Engineer.
 - 1) The resin manufacturer's written installation procedure for the anchors.
 - 2) The manufacturer's certificate of compliance for the threaded anchor rod certifying that the anchor rod meets these requirements.
 - 3) Test results by an independent laboratory certifying that the threaded anchor rod system meets the ultimate anchor tensile load capacity specified in the above table. The tests shall be performed in accordance with ASTM E 488.
 - 4) For threaded anchors intended to be installed in submerged liquid environments the Contractor shall submit tests performed by an independent laboratory within the past 24 months which certifies that anchors installed in a submerged environment meet the strength requirements specified in the above table.

2.4 EPOXY BONDING AGENT FOR SURACES AND FOR STEEL REINFORCING BAR DOWELS

- A. WSDOT Standard Specification Section 6-02.2 is supplemented with the following:
- B. Epoxy bonding agent for surfaces shall be Type II, as specified in Section 9-26.1. Epoxy bonding agent for steel reinforcing bar dowels shall be either Type I or Type IV, as specified in Section 9-26.1. The grade and class of epoxy bonding agent shall be as recommended by the resin manufacturer.

PART 3 - EXECUTION

3.1 CONCRETE CONSTRUCTION REQUIREMENTS

- A. Cast-in-place concrete shall be constructed in accordance with WSDOT Standard Specifications Section 6-02.3.
- B. Pigmented sealer for concrete surfaces shall be constructed in accordance with WSDOT Standard Specifications Section 6-02.3(14)C.

3.2 PLACING ANCHOR BOLTS, RESIN BONDED ANCHORS

- A. WSDOT Standard Specification Section 6-02.3(18) is supplemented with the following:
- B. The embedment depth of the anchors shall be as specified in the Plans. If the embedment depth of the anchor is not specified in the Plans then the embedment depth shall be as specified in the table of minimum and maximum torque below.
- C. The anchors shall be installed in accordance with the resin manufacturer's written procedure.
- D. Holes shall be drilled as specified in the Plans. Holes may be drilled with a rotary hammer drill when core drilling is not specified in the Plans. If holes are core drilled, the sides of the holes shall be roughened with a rotary hammer drill after core drilling.
- E. Holes shall be prepared in accordance with the resin manufacturer's recommendations and shall meet the minimum requirements as specified herein. Holes drilled into concrete shall be thoroughly

cleaned of debris, dust, and laitance prior to installing the threaded rod and resin bonding material. Holes shall not have any standing liquid at the time of installation of the threaded anchor rod.

- F. The anchor nuts shall be tightened to the following torques when the embedment equals or exceeds the minimum embedment specified.

Anchor Diameter (inch)	Minimum Torque (ft-lbs)	Maximum Torque (ft-lbs)	Minimum Embedment (Inch)
3/8	12	18	3-3/8
1/2	22	35	4-1/2
5/8	55	80	5-5/8
3/4	106	140	6-3/4
7/8	165	190	7-7/8
1	195	225	9
1-1/4	370	525	11-1/4

- G. When the anchor embedment depth is less than the minimum values specified, the anchor nuts shall be tightened to the torque values specified in the Plans, or as recommended by the resin bonded anchor system manufacturer and approved by the Engineer.

3.3 REINFORCEMENT, PLACING AND FASTENING, DRILLING HOLES FOR AND SETTING STEEL REINFORCING BAR DOWELS

- A. WSDOT Standard Specification Section 6-02.3(24)C is supplemented with the following:
- B. Where called for in the Plans, holes shall be drilled into existing concrete to the size and dimension shown in the Plans. The Contractor may use any method for drilling the holes provided the method selected does not damage the concrete and the steel reinforcing bar that is to remain. Core drilling will be required when specifically noted in the Plans.
- C. The Contractor shall exercise care in locating and drilling the holes to avoid damage to existing steel reinforcing bars and concrete. Location of the holes may be shifted slightly with the acceptance of the Engineer in order to avoid damaging the existing steel reinforcing bars. All damage caused by the Contractor's operations shall be repaired by the Contractor in accordance with Section 1-07.13.
- D. Steel reinforcing bars shall be set into the holes noted in the Plans with epoxy resin. The holes shall be cleaned before placing the resin.
- E. The Contractor shall demonstrate, to the satisfaction of the Engineer, that the method used for setting the steel reinforcing bars completely fills the void between the steel reinforcing bar and the concrete with epoxy resin. Dams shall be placed at the front of the holes to confine the epoxy and shall not be removed until the epoxy has cured in the hole.

END OF SECTION

SECTION 03410
PRECAST STRUCTURAL CONCRETE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Precast structural concrete.
 - 2. Utility inserts in precast structural concrete.
 - 3. Bearing pads for precast structural concrete.
 - 4. Bituminous surfacing on structure decks including waterproofing membrane.
- B. Related Requirements:
 - 1. Section 03300 "Cast-in-Place Concrete" for general requirements for the construction of structures made of Portland cement or blended hydraulic cement concrete with or without reinforcement.

1.2 REFERENCES

- A. This Section incorporates by reference the following documents and all other sections of the WSDOT Standard Specifications required to properly interpret provisions of these sections.
 - 1. WSDOT Standard Specifications Section 6-02 Concrete Structures, including:
 - a. WSDOT Standard Specifications Section 6-02.3(9) Precast Concrete Units
 - b. WSDOT Standard Specifications Section 6-02.3(25) Prestressed Concrete Girders
 - 2. WSDOT Standard Specifications Section 6-08 Bituminous Surfacing on Structure Decks

1.3 ACTION SUBMITTALS

- A. This list of Action Submittals is provided for the convenience of the contractor. It is not guaranteed to be complete and does not absolve the contractor from meeting the requirements of the WSDOT Standard Specifications.
- B. Product Data:
 - 1. Concrete, See Section 03300 Cast-In-Place Concrete
 - 2. Utility inserts.
 - 3. Waterproof membrane
- C. Design Concrete Mixtures: See Section 03300 Cast-In-Place Concrete
- D. Shop Drawings:
 - 1. Shall be provided for each precast structural concrete element.
 - 2. Shall meet the requirements of WSDOT Standard Specifications Section 6-02.3(9)A except as modified by Section 6-02.3(25)A.
- E. Bearing pads:
 - 1. Type 2 Working Drawing consisting of a six-inch square by 1-inch thick sample of pre-formed fabric pad taken from the lot of production material.
 - 2. Type 1 Working Drawing consisting of Manufacturers' Certificate of Compliance for pads.
 - 3. Type 1 Working Drawing consisting of certified mill test reports confirming that the preform fabric pads meet the specific requirements of proof load.

PART 2 - PRODUCTS

2.1 PRECAST STRUCTURAL CONCRETE MATERIALS

- A. Materials used for the construction of precast structural concrete shall meet the requirements of WSDOT Standard Specifications Section 6-02.2 Concrete Structures Materials and WSDOT Standard Specifications Division 9.

2.2 BRIDGE SUPPORTED UTILITY INSERTS

- A. Inserts shall be of the type and model specified in the Plans. Inserts shall be galvanized in accordance with AASHTO M 111.

2.3 BEARING PADS

- A. All elastomeric pads shall meet the requirements of WSDOT Standard Specifications Section 9-31 Fabricated Bridge Bearing Assemblies.

2.4 BITUMINOUS SURFACING ON STRUCTURE DECKS

- A. Materials used for bituminous surfacing on structure decks shall meet the requirements of WSDOT Standard Specifications Section 6-08.2 Bituminous Surfacing on Structure Decks Materials and WSDOT Standard Specifications Division 9.

PART 3 - EXECUTION

3.1 PRECAST CONCRETE, CONSTRUCTION REQUIREMENTS

- A. Precast structural concrete shall be constructed in accordance with WSDOT Standard Specifications Section 6-02.3(9).
- B. Precast concrete girders shall be constructed in accordance with WSDOT Standard Specifications Section 6-02.3(9), except as modified by WSDOT Standard Specifications Section 6-02.3(25).
- C. Applicable requirements in all other sections of WSDOT Standard Specifications Section 6-02.3 Construction Requirements shall also apply.

3.2 BRIDGE SUPPORTED UTILITY, CONSTRUCTION REQUIREMENTS

- A. The Contractor shall furnish and install inserts for the bridge utility supports as shown in the Plans. The Contractor shall make adjustments to the inserts as necessary and as accepted by the Engineer prior to utility installation.
- B. The Contractor shall furnish and install the bridge utility supports, and the utility pipe or conduit pipe, as shown in the Plans.
- C. All costs in connection with placing waterline and conduit through the superstructure of the bridge, as shown in the Plans, including all furnishing and installation of materials and coordinating with the utility, shall be included in the Bridge Superstructure bid item.

3.3 BITUMINOUS SURFACING ON STRUCTURE DECKS, CONSTRUCTION REQUIREMENTS

- A. Bituminous surfacing such as Hot Mix Asphalt (HMA) on the bridge deck shall be constructed in accordance with WSDOT Standard Specifications Section 6-08.3.

END OF SECTION

SECTION 05520
METAL RAILINGS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Bridge Railing Type 3-Tube
 - 2. Pedestrian Railing
 - 3. Fasteners
 - 4. Painting and coatings
- B. Related Requirements:
 - 1. Section 03300 "Cast-In-Place Concrete" for placing reinforcement, anchors, and sleeves in concrete work.

1.2 REFERENCES

- A. This Section incorporates by reference the following documents and all other sections of the WSDOT Standard Specifications required to properly interpret provisions of these sections.
 - 1. WSDOT Standard Specifications Section 6-06.

1.3 COORDINATION

- A. Coordinate installation of anchorages for railings. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

1.4 SUBMITTALS

- A. This list of Submittals is provided for the convenience of the contractor. It is not guaranteed to be complete and does not absolve the contractor from meeting the requirements of the WSDOT Standard Specifications.
- B. Product Data: For each type of the following manufactured products required. Submit in accordance with WSDOT Standard Specifications Section 1-06.
- C. Shop Drawings:
 - 1. Before fabricating the railing, the Contractor shall submit Type 2 Working Drawings of the shop plans.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Materials used for metal railings shall meet the requirements of WSDOT Standard Specifications Section 6-06 Bridge Railings, WSDOT Standard Specifications Division 9 Materials, and sections referenced therein. This includes:
 - 1. WSDOT Standard Specifications Section 9-06 Materials, Structural Steel and Related Materials.
 - 2. WSDOT Standard Specifications Section 9-08 Materials, Paints and Related Materials.

PART 3 - EXECUTION

3.1 CONSTRUCTION REQUIREMENTS

- A. Providing and building metal railings shall be performed in accordance with WSDOT Standard Specifications Section 6-06.3.

END OF SECTION

SECTION IX

APPENDICES

APPENDIX A

Geotechnical Engineering Report

Sandpiper East Apartments—Kelsey Creek
Crossings
Bellevue, Washington

for

King County Housing Authority

November 15, 2023



Geotechnical Engineering Report

Sandpiper East Apartments—Kelsey Creek
Crossings
Bellevue, Washington

for

King County Housing Authority

November 15, 2023



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Geotechnical Engineering Report
Sandpiper East Apartments—Kelsey Creek
Crossings
Bellevue, Washington

File No. 1329-023-00

November 15, 2023

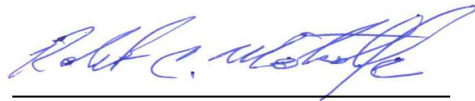
Prepared for:

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Attention: John Eliason

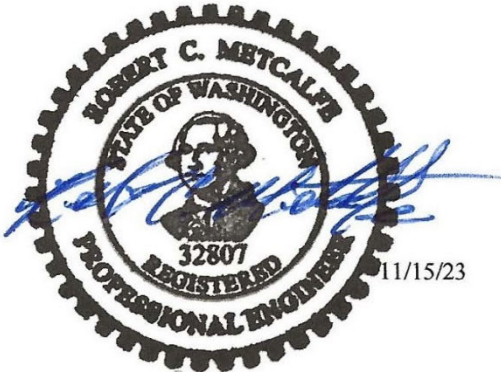
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Table of Contents

1.0 INTRODUCTION AND PROJECT UNDERSTANDING	1
1.1. Purpose and Scope	1
2.0 FIELD EXPLORATION AND LABORATORY TESTING	1
2.1. Field Explorations	1
2.2. Laboratory Testing	1
3.0 SITE CONDITIONS	2
3.1. Surface and Creek Conditions	2
3.2. Geologic Setting	2
3.3. Subsurface Soil Conditions	2
3.3.1. North Crossing, NE 14 th Street (B-1 and B-2)	2
3.3.2. South Crossing, NE 13 th Street (B-3 and B-4)	3
3.4. Groundwater Conditions	3
4.0 CONCLUSIONS AND RECOMMENDATIONS	3
4.1. Summary of Key Geotechnical Issues	3
4.2. Seismic Design Considerations	4
4.2.1. Seismic Hazards	5
4.2.2. Fault Rupture	5
4.2.3. Liquefaction Potential	5
4.2.4. Lateral Spreading	6
4.2.5. Seismic Slope Stability	6
4.3. Bridge Abutments	6
4.3.1. MSE Walls	6
4.3.2. Cast-in-Place Walls	8
4.3.3. Excavations for Wall Abutments	11
4.3.4. Subgrade Preparation	11
4.3.5. Settlement Estimates	11
4.4. Pavement Recommendations	12
4.4.1. Subgrade Preparation	12
4.4.2. New Hot-Mix Asphalt Pavement	12
4.5. Temporary Excavations and Shoring	12
4.6. Dewatering	13
4.6.1. North Bridge Crossing Abutment Excavation Discharge Estimates	13
4.6.2. South Bridge Crossing Abutment Excavation Discharge Estimates	13
4.6.3. Discharge Permitting	14
4.6.4. Sumps and Vacuum Wellpoints	14
4.7. Site Preparation and Earthwork	14
4.7.1. Clearing, Stripping, and Demolition	15
4.7.2. Subgrade Preparation	15
4.7.3. Permanent Cut and Fill Slopes	16
4.7.4. Erosion and Sedimentation Control	16
4.7.5. Wet Weather Considerations	17
4.7.6. Structural Fill	17

4.7.7. Underground Utilities	19
4.8. Recommended Additional Geotechnical Services	19
5.0 LIMITATIONS	20
6.0 REFERENCES	20

LIST OF FIGURES

- Figure 1. Vicinity Map
- Figure 2A. Site Plan – North Crossing
- Figure 2B. Site Plan – South Crossing

APPENDICES

- Appendix A. Subsurface Explorations
 - Figure A-1. Key to Exploration Logs
 - Figures A-2 through A-5. Logs of Borings
- Appendix B. Laboratory Testing
 - Figure B-1. Sieve Analysis Results
 - Figure B-2. Atterberg Limits Test Results
- Appendix C. Report Limitations and Guidelines for Use

1.0 INTRODUCTION AND PROJECT UNDERSTANDING

This report presents the results of our geotechnical engineering services for the King County Housing Authority (KCHA) Sandpiper East Apartments—Kelsey Creek Crossings project (the project). The Sandpiper East Apartments are located at 1312 139th Avenue NE in Bellevue, Washington. The project location is shown in the Vicinity Map, Figure 1.

The project includes replacing two existing corrugated metal arch bridges with new approximately 45- to 50-foot reinforced concrete full span bridges. The bridges support private roads within the apartment complex. The bridge to the north supports NE 14th Street and the bridge to the south supports NE 13th Street. We understand that the bridge superstructures at each crossing are planned to be supported by either mechanically stabilized earth (MSE) walls, or cast-in-place walls, up to 18.5 feet high. The Federal Highway Administration (FHWA) developed a manual for a type of MSE wall supported bridge abutment, termed Geosynthetic Reinforced Soil – Integrated Bridge System (GRS-IBS). The proposed bridge crossings and other site features are shown in the Site Plans, Figures 2A and 2B.

1.1. Purpose and Scope

The purpose of our services was to evaluate soil and groundwater conditions as a basis for developing design criteria for the geotechnical aspects of the planned Kelsey Creek crossings at the project site. Field explorations and laboratory testing were performed to identify and evaluate subsurface conditions at each crossing and to develop engineering recommendations for use in design of the project. GeoEngineers' services also included hydraulic analysis and restoration design services for Kelsey Creek. These services will be addressed in a separate document.

Our services were performed in general accordance with our contract with KCHA (KI1701665 dated June 5, 2017). Our services are summarized under Task Order 15, dated January 14, 2022, as well as Task Order 20, dated January 14, 2022.

2.0 FIELD EXPLORATION AND LABORATORY TESTING

2.1. Field Explorations

Subsurface conditions were evaluated through a field exploration program that consisted of drilling and sampling four hollow-stem auger borings, designated B-1 through B-4 (two borings at each bridge crossing), using truck-mounted drilling equipment. The approximate locations of the borings are shown in Figures 2A and 2B.

The borings were advanced to depths of approximately 41½ feet below the existing ground surface. The locations and elevations of the borings were provided from site survey completed by Core Design. The respective ground surface elevations are shown on the boring logs in Appendix A. Appendix A includes logs of the borings (Figures A-2 through A-5) and details of the subsurface explorations performed.

2.2. Laboratory Testing

Soil samples obtained from the borings were transported to our laboratory and evaluated to confirm or modify field classifications, as well as to evaluate engineering properties of the soil. Representative samples were selected for laboratory testing consisting of moisture content, fines content, sieve analyses and Atterberg limits. The tests were performed in general accordance with test methods of ASTM International (ASTM) or other applicable procedures. A brief discussion of the laboratory tests and test results is included in Appendix B.

3.0 SITE CONDITIONS

3.1. Surface and Creek Conditions

Kelsey Creek flows generally toward the southwest through the site. The creek is crossed in two locations by private roads, NE 14th Street to the north and NE 13th Street to the south. Both crossings are of similar construction with corrugated metal arch bridge surrounded by rockeries supporting the soil adjacent to the roadways. The roadways are paved with asphalt and the areas surrounding the creeks are well vegetated with mature trees and blackberries. In the lower creek banks, we observed exposures of hard silt or clay soils.

At the north crossing (NE 14th Street), the roadway is at about Elevation 167 feet and the thalweg of the creek is at about Elevation 157 feet. At the south crossing (NE 13th Street), the roadway is at about Elevation 164 feet and the thalweg of the creek is at about Elevation 151 feet.

3.2. Geologic Setting

Our understanding of the site geology is based on review of the *Geologic Map of Surficial Deposits in the Seattle 30'x60' Quadrangle, Washington* (Yount et al. 1993). The geologic map indicates that the site and vicinity is underlain by glacial till (Qvt) and recessional outwash (Qvr), as well as recent alluvial deposits (Qal). The glacial till and recessional outwash were deposited during the Vashon Stage of the Fraser Glaciation, approximately 10,000 to 15,000 years ago. Glacial till is a highly compact non-sorted, non-stratified mixture of clay, silt, sand, and gravel. Recessional outwash is a moderately sorted gravel and sand with minor amounts of silt and clay. Glacial till deposits are glacially consolidated soils, while recessional outwash deposits have not been glacially consolidated. The upper few feet of the glacial till can be weathered and in a loose to medium dense condition; however, underlying undisturbed and relatively unweathered glacial till deposits are typically very dense. Alluvium consists of recent (Holocene) unconsolidated soils deposited by Kelsey Creek and is generally composed of loose to medium dense sand, soft silt, and organic rich soil.

Although not indicated on the reviewed geologic map, we also encountered glaciolacustrine deposits in our borings. Glaciolacustrine deposits are glacially consolidated and typically consist of very stiff to hard silts and clays. Although not the same as the mapped glacial till, these deposits are consistent with glacial deposits.

3.3. Subsurface Soil Conditions

Borings B-1 through B-4 were drilled through the existing asphalt paved access roads. In general, the soils encountered in the borings consisted of the following.

3.3.1. North Crossing, NE 14th Street (B-1 and B-2)

- **Asphalt:** Both borings were drilled through the asphalt pavement and the asphalt was typically about 2 inches thick.
- **Fill:** Approximately 5 feet of fill was observed in B-2 and approximately 10 feet of fill was observed in B-1. The fill generally consisted of very loose to medium dense silty and clayey sand with variable gravel content.

- **Alluvium:** Approximately 5 feet of alluvium was observed below the fill in B-1 and B-2. The alluvium generally consisted of loose to medium dense sand with variable silt content and occasional wood debris.
- **Glaciolacustrine Deposits:** Glaciolacustrine deposits consisting of very stiff to hard silt and clay were observed in both borings below the fill and alluvium.

3.3.2. South Crossing, NE 13th Street (B-3 and B-4)

- **Asphalt:** Both borings were drilled through the asphalt pavement and the asphalt was typically about 2 inches thick.
- **Fill:** Approximately 10 feet of fill was observed in B-3, and B-4. The fill generally consisted of very loose to medium dense silty and clayey sand with variable gravel content.
- **Glaciolacustrine Deposits:** Glaciolacustrine deposits consisting of very stiff to hard silt and clay were observed in both borings below the fill.

3.4. Groundwater Conditions

Groundwater was observed between 7 to 15 feet below ground surface (bgs). We interpret this shallowest (perched) groundwater to be localized and associated with the creek and not representative of the regional groundwater table. We anticipate that seasonal fluctuations of the creek in response to precipitation events will likely result in perched groundwater level fluctuations.

We anticipate perched groundwater exists above the elevation of the creek within the site slopes and road fill. Contacts between the permeable fill or alluvium and underlying relatively impermeable glaciolacustrine deposits are likely locations for perched groundwater to exist. We anticipate that perched groundwater levels will generally be highest during the wet season, typically October through May.

The saturated soils in the four borings consists of mostly fine to coarse sand and silty sand. Therefore, the saturated thickness of the granular material appears to be between 5 and 10 feet. These granular soil units are underlain by either stiff clay or silt, both of which are relatively impermeable in terms of transmitting groundwater to the excavations. The three soils samples that we analyzed for grain size distribution were all collected from above the water table, are described as silty sand, contained between 22 and 40 percent fines and had 50 percent passing (by weight) sizes of between 0.1 and 0.8 millimeters. Although no in-situ testing was performed for the project, based on past experience in similar soils in the project area, we estimate that the hydraulic conductivity of these soil units is likely in the range of 1 and 10 feet per day (ft/day).

4.0 CONCLUSIONS AND RECOMMENDATIONS

4.1. Summary of Key Geotechnical Issues

Based on the results of our explorations, site reconnaissance, laboratory testing and our analyses, we conclude the proposed bridge crossings utilizing GRS-IBS or cast-in-place wall design solutions may be satisfactorily constructed as planned. The key geotechnical issues for this project include the following:

- The Sandpiper East Apartments site is designated as seismic Site Class D per the 2020 American Association of State Highway and Transportation Officials (AASHTO) Load and Resistance Factor Design (LRFD) Bridge Design Specifications.

- The bridge crossings may be supported directly on MSE walls or on cast-in-place concrete walls.
 - MSE walls are also termed by FHWA as GRS-IBS. Approximately 10 to 15 feet of fill and alluvium exists over very stiff to hard glaciolacustrine deposits or dense glacial till. The MSE walls may bear directly on the very stiff to hard glaciolacustrine deposits or dense glacial till. Alternatively, the MSE walls can bear on a reinforced soil foundation system overlying the native undisturbed glacial deposits, if needed. The MSE walls should be designed in accordance with the Washington State Department of Transportation (WSDOT) *Geotechnical Design Manual* (GDM), Section 15-5.3.6.
 - Cast-in-place (CIP) walls supported on conventional spread foundations may also be used to support the bridge crossings. The CIP wall foundations should bear on the glaciolacustrine deposits or on structural fill extending down to these deposits.
- Some form of temporary groundwater seepage control should be implemented during construction. Groundwater seepage collection should be incorporated in the design documents and procedures should be implemented during construction to control seepage and protect the existing access road and adjacent structures during construction. At minimum, provisions should be made for the use of sumps to intercept relatively low seepage flows where the base of the saturated soil is relatively high with respect to the excavation. However, where the saturated thickness of the perched water-bearing unit is more than 5 feet, we recommend planning for the use of more active groundwater control options. These options may include the use of vacuum wellpoints which, unlike the passive sumps, can lower the water table below the base of excavation and can provide and maintain a safe, dry working area. A specialized dewatering designer/contractor should be retained to design, implement and maintain the groundwater control system.
- We recommend site preparation, earthwork, abutment wall construction, utility installation, and pavement subgrade preparation activities be completed in the generally drier summer months (June through September) while the water level in Kelsey Creek is lower and to reduce difficulties and costs associated with these activities.
- The existing alluvial and glacial soils generally contain a high percentage of fines (particles passing the U.S. No. 200 sieve), are highly moisture sensitive, and will be difficult to compact if allowed to become too wet. The existing coarse-grained sandy fill soils may be used as structural fill during dry weather conditions (typically June through September) provided these materials are properly moisture conditioned. The fill soils should only be considered for reuse during dry weather conditions in the summer months. Imported Gravel Borrow should be used as structural fill during the wet season (typically October through May), and for placement on wet surfaces.

4.2. Seismic Design Considerations

Seismic design of the improvements should be completed using the design criteria presented in the 2022 WSDOT GDM and the 2020 AASHTO LRFD Bridge Design Specifications, 8th edition. The design guidelines reference the 2014 United States Geologic Survey (USGS) National Seismic Hazards Map for determining the peak ground (bedrock) acceleration (PGA) and the spectral accelerations. The AASHTO Specifications recommend a 7 percent probability of exceedance in 75 years (nominal 1,000-year earthquake) design event for development of a design spectrum. The recommended seismic design parameters are shown in Table 1.

TABLE 1. SEISMIC DESIGN PARAMETERS

2020 AASHTO Seismic Design Parameters	
Spectral Response Acceleration at Short Periods (S_s)	1.307
Spectral Response Acceleration at 1-Second Periods (S_1)	0.456
Site Class	D
Peak Ground Acceleration (without site modification factor)	0.56
Design Peak Ground Acceleration (A_s)	0.61
Design Spectral Response Acceleration at 0.2 Second Period (S_{DS})	1.31
Design Spectral Response Acceleration at 1-Second Periods (S_{D1})	0.84

4.2.1. Seismic Hazards

The Puget Sound region is a seismically active region. Seismicity in this region is attributed primarily to the interaction between the Pacific, Juan de Fuca and North American tectonic plates. The Juan de Fuca Plate is subducting beneath the North American Plate. Each year 1,000 to 2,000 earthquakes occur in Washington and Oregon. However, only five to 20 of these are typically felt because most recorded earthquakes are smaller than magnitude 3.

Potential seismic hazards from earthquakes include ground shaking, surface fault rupture, liquefaction, lateral spreading, and landslides (slope instability). We evaluated the likelihood of each of these hazards at the site.

4.2.2. Fault Rupture

The site is located approximately 2 miles north of the Seattle fault zone. Based on our knowledge of regional geology in the vicinity of the site, the substantial thickness of glacial and postglacial sediments beneath the site, and the distance to the nearest known fault, we conclude the potential for surface fault rupture is remote.

4.2.3. Liquefaction Potential

Liquefaction refers to the condition by which vibration or shaking of the ground, usually from earthquake forces, results in the development of excess pore pressures in saturated soils with subsequent loss of strength in the deposit of soil so affected. In general, soils susceptible to liquefaction include very loose to medium dense clean to silty sand and some silt soils, and that are below the groundwater level.

The evaluation of liquefaction potential and settlement is a complex procedure and is dependent on numerous site parameters, including soil grain size, soil density, site geometry, static stress, and the design ground acceleration. Typically, the liquefaction potential of a site is evaluated by comparing the cyclic stress ratio (CSR), which is the ratio of the cyclic shear stress induced by an earthquake to the initial effective overburden stress, to the cyclic resistance ratio (CRR), which is the soil resistance to liquefaction. Estimation of the CSR and the CRR were completed using empirical methods (Youd, et al. 2001). Estimated ground settlement resulting from earthquake-induced liquefaction was analyzed using empirical procedures based on correlations from the standard penetration test (SPT) data obtained while drilling our borings (Tokimatsu and Seed 1987; Ishihara and Yoshimine 1992).

The results of our analyses indicate that there is negligible risk of soil liquefaction below the bridge crossing sites.

4.2.4. Lateral Spreading

Lateral spreading involves lateral displacement of large volumes of liquefied soil. Lateral spreading can occur on near-level ground as blocks of surface soil are displaced toward a nearby slope by movement of the underlying liquefied soil. Flow failures occur when soil liquefies and flows by gravity without further seismic input. As noted above, there is a negligible potential for liquefaction during a design earthquake event. Therefore, there is a low potential for some lateral displacement of side slopes adjacent to Kelsey Creek to occur during and immediately following a large earthquake.

4.2.5. Seismic Slope Stability

Properly engineered permanent slopes constructed at 2H:1V (horizontal to vertical) or flatter are considered stable against deep seated failures. A softer surficial soil layer will develop over time along permanent 2H:1V cut and fill slopes and therefore will increase the potential for shallow failures, particularly during large earthquakes. Shallow failures may also occur if surface water flow is not controlled. The risk of shallow failures can be reduced by proper management of surface water and by implementing appropriate erosion control measures.

4.3. Bridge Abutments

4.3.1. MSE Walls

MSE walls may be used to support the bridge superstructure and to reduce the length of the bridge crossings. MSE wall heights will be up to about 18.5 feet. MSE walls also could provide support of bridge abutment shallow spread footings if that foundation option is selected for bridge support. The MSE walls should be designed in accordance with the WSDOT GDM, Section 15-5.3.6.

We recommend the MSE walls be founded on the undisturbed native glaciolacustrine or glacial till deposits. The lower portions of the walls could be seasonally inundated during ordinary high water (OHW) and design flood events; therefore, the walls must be designed for inundation and to prevent scour. The wall facing and reinforcement elements should be selected such that they can withstand seasonal inundation during the design life of the walls without undergoing degradation due to corrosion or freeze/thaw. The backfill within the geosynthetic reinforced zones below the design flood elevation should also be designed to prevent build-up of hydrostatic pressures during the design flood event.

The WSDOT GDM allows two superstructure foundation support option for MSE wall bridge abutments:

- For single span bridges, use of a footing foundation placed directly above the MSE wall reinforced zone, or
- For flat slab single span bridges with a span length less than 60 feet, the end of the flat slab itself bears directly on the surface of the MSE wall reinforced soil zone.

For MSE walls supporting the bridge superstructure, the WSDOT GDM (see Figures 15-8 through 15-10) allows only the following MSE wall/facing types:

- Two stage geosynthetic wrapped face walls (similar to WSDOT Standard Plan D-3) with cast-in-place (CIP) or precast concrete full height panels, or shotcrete.
- Single stage dry-cast concrete modular block faced walls using WSDOT preapproved concrete blocks - geosynthetic reinforcement combinations (as outlined in Appendix 15D of the WSDOT GDM).

- WSDOT preapproved proprietary MSE walls identified (see Appendix 15D of the WSDOT GDM), but only those that are concrete faced. WSDOT preapproved proprietary walls are not preapproved for MSE wall supported bridge abutment applications. A special site-specific wall design is required that takes into consideration the surcharge loads from the bridge abutment footings.
- Figure 15-10 of the WSDOT GDM should be used as a basis for designing MSE wall bridge abutment footings.

We understand that the MSE walls will be designed by the contractor. We have evaluated global stability, bearing capacity and settlement of the MSE walls. The Contractor’s wall designer should design the MSE walls utilizing the recommended soil parameters, bearing capacity, settlement, earth pressures, and minimum reinforcing lengths for global stability discussed below. The wall design must also consider the surcharge loads from the bridge and other applicable live loads. MSE wall design should be in accordance with the WSDOT GDM, and construction should be completed in accordance with applicable sections (6-13 or 6-14) of the WSDOT Standard Specifications.

4.3.1.1. Soil Parameters

We recommend the contractor’s wall designer use the soil parameters presented in Table 2 for design of MSE walls.

TABLE 2. ESTIMATED SOIL PARAMETERS

Parameter	MSE Wall Reinforced Fill	Existing Fill and Alluvium	Glaciolacustrine and Glacial Till
Total Unit Weight (pcf)	130	125	130
Effective Unit Weight Below Water Table (pcf)	68	63	68
Friction Angle, ϕ	38°	30°	0°
Cohesion (psf)	0	0	4000
Young’s Modulus, E (ksf)	2,500	2,000	3,000
Poisson’s Ratio,	0.35	0.35	0.35

Notes:

pcf = pounds per cubic foot; psf = pounds per square foot; ksf = kips per square foot; pci = pounds per cubic inch.

4.3.1.2. Scour

We understand the design scour depth for the project is 4 feet, and this scour depth is applicable for both the bridge foundations and the wing walls. Based on the elevations of glaciolacustrine deposits encountered in the four borings, we anticipate the bridge and wingwall foundations will be founded on glaciolacustrine soils. The minimum MSE wall embedment is anticipated to exceed 1.5 feet and will be controlled by the design scour depth.

4.3.1.3. External Global Stability

We completed external global stability analysis using the computer program Slope/W developed by GeoStudio (version 2021.3). The Morgenstern-Price method was used, which solves for both moment and force equilibrium. We used the soil parameters presented in Table 2 in our analyses.

We completed a static analysis assuming long-term drained strength parameters which included a 500 pounds per square foot (psf) live load traffic surcharge and a 1,500 psf bridge dead load surcharge.

We modeled the MSE wall reinforced zone as a high-strength material to force the potential failure plane behind the wall. The Contractor’s wall designer should evaluate compound failure surfaces through the MSE wall reinforcement as part of their wall internal stability design. We evaluated global stability for each wall at the 100-year flood elevation and for rapid drawdown conditions. We also evaluated stability using a minimum allowable reinforcement length to height ratio of 0.8H and a minimum MSE wall embedment of 1.5 feet into the undisturbed native glacial deposits.

The external global stability of the walls for the seismic case was evaluated using a horizontal acceleration coefficient, k_h , of 0.31g and vertical seismic coefficient of zero. The horizontal acceleration coefficient was estimated using one-half of the site adjusted peak ground acceleration coefficient (A_s). Based on the results of our analyses, the MSE walls exceed a minimum static factor of safety of 1.5 under static conditions including rapid drawdown and exceed a minimum seismic factor of safety of 1.2.

4.3.1.4. MSE Wall Bearing Capacity

Bearing resistance for MSE walls were computed following the guidelines in Section 10.6.3.1.2 of the AASHTO LRFD Bridge Design Specifications. MSE wall bearing resistances are presented in Table 3. A resistance factor of 0.65 should be applied to the nominal bearing resistance to estimate the strength limit state bearing resistance. A resistance factor of 0.9 should be applied to the nominal bearing resistance to estimate the extreme event limit state bearing resistance.

Sizing the MSE wall reinforcement zone for bearing resistance should be evaluated by the MSE wall designer in accordance with Section 11.10.5.4 of the AASHTO LRFD Bridge Design Specifications.

TABLE 3. UNFACTORED MSE WALL BEARING CAPACITY

Effective Footing Width (feet)	Bearing Capacity (ksf)
4	12
6	17
8	22
10	27
15	35

4.3.1.5. Settlement

The MSE walls should be designed for settlement in accordance with Chapter 15 of the WSDOT GDM . We understand that the design team is considering facing types that are applicable to either Table 15-2 or Table 15-3 of the WSDOT GDM. We estimate that the total and differential settlement will both be less than 1 inch over 100 feet.

4.3.1.6. Geometry

The MSE wall reinforcement lengths and embedment should be in accordance with Section 11.10.2 of the AASHTO LRFD Bridge Design Specifications. Reinforcement lengths also should be a minimum of 0.8 times the wall height H. MSE walls should be embedded at least 4 feet to account for the design scour depth below adjacent grade and in accordance with the WSDOT GDM.

4.3.2. Cast-in-Place Walls

Cast-in-place walls supported on spread footings may be used to support the bridge superstructure. We anticipate the walls will be up to about 18.5 feet tall.

4.3.2.1. Cast-in-Place Wall Spread Foundation Bearing Capacity

Bearing resistance for cast-in-place wall foundations were computed following the guidelines in Section 10.6.3.1.2 of the AASHTO LRFD Bridge Design Specifications. The bearing resistances presented in Table 4 are suitable for foundations embedded in the glaciolacustrine or glacial till deposits. Based on our borings, we anticipate that those deposits will be encountered at the following approximate elevations:

- B-1: Elevation 153 feet
- B-2: Elevation 157 feet
- B-3: Elevation 154 feet
- B-4: Elevation 154 feet

A resistance factor of 0.65 should be applied to the nominal bearing resistance to estimate the strength limit state bearing resistance. A resistance factor of 0.9 should be applied to the nominal bearing resistance to estimate the extreme event limit state bearing resistance.

TABLE 4. UNFACTORED CAST-IN-PLACE WALL SPREAD FOOTING BEARING CAPACITY

Effective Footing Width (feet)	Bearing Capacity (ksf)
2	14
3	17
4	19
5	21
6	24
8	28
10	32
12	36
14	39
16	42

4.3.2.2. Cast-in-Place Wall Spread Footing Lateral Resistance

Lateral loads for cast-in-place wall foundations may be resisted by frictional resistance along the base of the footing. We recommend a nominal (unfactored) coefficient of friction for spread footing sliding resistance of 0.55. We recommend a resistance factor of 0.85 be used for strength limit state, and a resistance factor of 1.0 be used for both the service and extreme limit states. The nominal coefficient of friction may be increased to 0.6 if the subgrade soil is roughened. The subgrade soil may be roughened by placing a 2-inch-thick layer of angular crushed rock meeting the specifications of AASHTO No. 57 per the WSDOT standard specifications. The crushed rock should be compacted using excavator mounted equipment and evaluated by the geotechnical engineer.

4.3.2.3. Lateral Earth Pressures and Backfill for Abutments and Conventional Cast-in-Place Retaining Walls

Embankment fill and abutment wall backfill material used in conjunction with this project should be free from organic and deleterious materials and should consist of structural fill placed as described in the Structural Fill section of this report. The lateral earth pressure values for fill material are summarized in Table 5.

TABLE 5. LATERAL EARTH PRESSURES—EXISTING AND PROPOSED EMBANKMENT FILL

Parameter	Value ¹	
	Horizontal Foreslope	2H:1V Foreslope/Backslope ²
Backfill Unit Weight (γ)	130 pcf	130 pcf
Backfill Soil Friction Angle (ϕ)	34°	34°
Soil-Wall Interface Friction Angle (δ)	11°	11°
Active Earth Pressure Coefficient (K_a)	0.26	0.39
At-Rest Earth Pressure Coefficient (K_o)	0.44	0.63
Passive Earth Pressure Coefficient (K_p)	3.54	1.32 (movement toward downward slope)
Seismic Earth Pressure Coefficient (K_{Ae}) (Active Condition) ³	0.34	0.68
Seismic Earth Pressure Coefficient (K_{oe}) (At-Rest Condition) ⁴	0.44	0.95

Notes:

¹ All values are nominal (unfactored) and should be reduced based on anticipated wall movement as described below.

² GeoEngineers should be consulted to revise lateral earth pressure coefficient and equivalent fluid density values if foreslopes with different slope inclinations are planned.

³ Based on a horizontal acceleration coefficient equal to half the peak ground acceleration ($0.5 \times A_s$) and assumes that wall is allowed to move or translate during design seismic event.

⁴ Based on a horizontal acceleration coefficient equal to the peak ground acceleration (A_s).

Active, static and seismic earth pressure coefficients should be used for walls that are free to rotate or translate. If wall movement will be less than about $0.001H$ (where H is the height of the abutment wall) under static conditions, then at-rest static earth pressures should be used for abutment wall design. For the abutments, H should be determined from the bottom of the footing to finished grade. The passive pressure coefficients in Table 5 should be reduced for wall movements less than about $0.05H$. Corresponding factors should be applied (multiplied) by the lateral earth pressures presented in Table 5 above.

In accordance with AASHTO LRFD Bridge Design Specifications, Section A11.3.1 the combined effect of seismic and static lateral earth pressures can be calculated using a triangular earth pressure distribution. The effective equivalent fluid density can be calculated using the seismic earth pressure coefficient multiplied by the unit weight of the soil. The resultant force is applied at a point equal to $H/3$ above the bottom of the wall. This earth pressure includes both static and seismic portions. Therefore, static earth pressure should not be included separately. This seismic earth pressure is based on the Mononobe-Okabe method presented in the AASHTO LRFD Bridge Design Specifications.

If passive pressure is used for resistance, the passive resistance should be reduced by resistance factors of 0.5 (Strength), 1.0 (Service), and 1.0 (Extreme) in accordance with AASHTO LRFD Bridge Design Specifications.

The lateral earth pressures assume the backfill soils are properly drained and do not include hydrostatic pressures that can develop if groundwater or surface water accumulates behind the retaining structures.

A traffic surcharge load should be included where vehicular load is expected to act on the wall backfill within a distance of half the wall height, in accordance with AASHTO LRFD Bridge Design Specifications, Section 3.11.6.4. We recommend that a unit weight of 125 pounds per cubic foot (pcf) and the appropriate (active or at-rest, depending on stiffness of the wall) lateral earth pressure coefficient presented in Table 5

be used to calculate the live load traffic surcharge (LS). Additional surcharge pressures resulting from loads applied at the ground surface should also be included in the design of the bridges and retaining walls. Such earth pressures may be generated by surface surcharge loads, point loads, line loads and strip loads. Lateral surcharge pressures for uniform surface surcharge loads may be calculated by multiplying the uniform surcharge by the active or at-rest lateral earth coefficient presented in Table 5. GeoEngineers should be consulted if other surface surcharge loads adjacent to the bridge abutment and walls are expected.

4.3.3. Excavations for Wall Abutments

We anticipate 10 to 15 feet of fill and alluvial deposits over the very stiff to hard native glaciolacustrine deposits at the north crossing and about 10 feet of fill over the glacial till and glaciolacustrine deposits at the south crossing. Groundwater seepage was observed at depths of about 7 to 12 feet at the north crossing and 7 to 15 feet at the south crossing. The MSE walls or cast-in-place wall footings may bear directly on the glacial till or glaciolacustrine deposits. Fill or alluvial soils below the MSE walls or cast-in-place wall footings should be removed and replaced with geosynthetic reinforced and wrapped structural fill if excavation below the MSE walls or cast-in-place wall footings is required.

Groundwater seepage will likely be encountered in these excavations, as described below, requiring dewatering or control during construction. We recommend the excavations occur during the normally dry months (June through September) when groundwater seepage quantities will be reduced, and the water level may be lower in Kelsey Creek. We expect pumping from sumps and possibly from well points installed around the perimeter of the excavations will be necessary, particularly if the excavations are made during the wet season.

4.3.4. Subgrade Preparation

Subgrade soils exposed in the abutment excavations will likely be wet due to the presence of groundwater seepage. Exposed subgrade soils should be evaluated by the geotechnical engineer during construction. If soft, loose or otherwise unsuitable soils are encountered on the exposed subgrade, we recommend these soils be removed and replaced with structural fill. Structural fill should be placed in accordance with the recommendations in this report. Final excavation for subgrade preparation should be cut using an excavator with a smooth-edge bucket.

4.3.5. Settlement Estimates

Provided all soft and loose soils associated with fill and alluvial soils are removed down to undisturbed stiff glaciolacustrine deposits, and the wall subgrades are prepared as recommended herein, we estimate the total settlement of the abutment walls will be less than ½-inch. The settlement will occur rapidly, essentially as loads are applied. Differential settlement across each bridge crossing should be less than ½ inch. Abutment wall systems should be selected that can accommodate the estimated magnitude of total and differential settlement in accordance with Section 11.10.4.1 of the AASHTO LRFD Bridge Design Specifications.

4.4. Pavement Recommendations

4.4.1. Subgrade Preparation

We recommend the subgrade soils in new pavement areas be prepared and evaluated as described in the Site Preparation and Earthwork section below. All new pavement and hardscape areas should be supported on subgrade soils that have been proof rolled or probed. If the exposed subgrade soils are loose or soft, it may be necessary to excavate localized areas and replace them with structural fill or gravel base course. Pavement subgrade conditions should be observed during construction and prior to placing the subbase materials in order to evaluate the presence of zones of unsuitable subgrade soils and the need for over-excavation and replacement of these zones.

4.4.2. New Hot-Mix Asphalt Pavement

We recommend that new pavement consist of at least a 3-inch thickness of ½-inch hot-mix asphalt (HMA) per WSDOT Sections 5-04 and 9-03, over a 6-inch thickness of densely compacted crushed surfacing base course (CSBC) per WSDOT Section 9-03.9(3).

The base course should be compacted to at least 95 percent of the maximum dry density (MDD) obtained using ASTM D 1557. We recommend that proof rolling of the subgrade and compacted base course be observed by a representative from our firm prior to paving. Soft or yielding zones observed during proof rolling may require over-excavation and replacement with compacted structural fill.

The pavement sections recommended above are based on our experience. Thicker asphalt sections may be needed based on the actual traffic data, truck loads, and intended use. All paved and landscaped areas should be graded so that surface drainage is directed to appropriate catch basins.

4.5. Temporary Excavations and Shoring

Site grading may require excavation within the existing embankments to remove existing arches and for abutment wall excavation. We anticipate temporary cut slope and/or shoring, surface water management (creek bypass) and groundwater management (dewatering) will be required to construct the proposed bridge crossings. We anticipate excavations needed for abutment wall construction may consist of temporary cut slopes with or without the need for temporary shoring depending on the final design and site constraints.

Excavation, temporary excavation slopes or shoring, dewatering, and creek by-pass are all interrelated; the design and implementation of these elements must be coordinated and must consider the over-all construction staging to ensure a consistent and compatible approach.

Excavations deeper than 4 feet must be shored or laid back at a stable slope if workers are required to enter. Shoring and temporary slope inclinations must conform to the provisions of Title 296 Washington Administrative Code (WAC), Part N, "Excavation, Trenching and Shoring". Regardless of the soil type encountered in the excavation shoring, trench boxes or sloped sidewalls will be required under Washington Industrial Safety and Health Act (WISHA). We recommend the contract documents specify that the contractor is responsible for selecting excavation and dewatering methods, monitoring the excavations for safety, and providing shoring, as required, to protect personnel and structures.

We recommend for planning purposes all temporary cut slopes be inclined no steeper than about 1.5H:1V within the fill and native soils. This guideline assumes all surface loads are kept at a minimum distance of

at least one-half the depth of the cut away from the top of the slope and seepage is not present on the slope face. Flatter cut slopes could be necessary where seepage and soil sloughing occurs. Temporary covering with heavy plastic sheeting should be used to protect these slopes during periods of wet weather.

We recommend that the contractor performing the work be made responsible for designing and installing construction shoring (if needed) and for controlling and collecting groundwater encountered. The contract documents should also specify that the contractor is responsible for selecting excavation and dewatering methods, monitoring the excavations for safety, and providing shoring (if needed) to protect personnel and structures. We recommend that shoring be designed to accommodate at least 2 feet of overexcavation of the subgrade. Excavation shoring, cofferdams, and dewatering systems must be designed by a qualified engineer licensed in the State of Washington. GeoEngineers should review the proposed shoring and dewatering plan before construction.

4.6. Dewatering

We assume that Kelsey Creek will be rerouted away from the work area during construction and anticipate that dewatering in excavations that extend to, or just below the groundwater level may be achieved with sumps and pumps in the interior of the excavation.

Based on our review of groundwater data for each bridge crossing, we estimate that the long-term groundwater flow rate may range from 5 to 20 gallons per minute (gpm) for each abutment excavation. Groundwater flows of this magnitude are anticipated to be handled using sump pumping (for fully-perched groundwater) or vacuum wellpoints (where the water is required to be lowered by at least 3 feet).

4.6.1. North Bridge Crossing Abutment Excavation Discharge Estimates

Borings B-1 and B-2 were completed at the planned north bridge crossing. The soils encountered below the groundwater table at this location include alluvium and glaciolacustrine deposits. The alluvium generally consists of moderate permeability medium dense sand and silty sand, with gravel and wood debris. The alluvial deposits are anticipated to contribute significantly to the dewatering flow volumes. The glaciolacustrine deposits generally consist of low permeability stiff to hard silts and clays and are not anticipated to have significant contribution to the dewatering flow volumes.

An initial temporary dewatering flow rate of 15 to 30 gpm is estimated for this location. The discharge rate for temporary dewatering is expected to decline as groundwater is removed from storage and a cone of depression is created around the excavation. The long-term dewatering rate, assuming the structure is fully drained to prevent the build-up of hydrostatic pressures, is expected to range between 5 to 20 gpm. Groundwater flows of this magnitude are anticipated to be handled primarily using vacuum wellpoints.

Higher initial discharge rates are possible, but typically decline over time as pumping continues and the groundwater table is drawn down. Initial dewatering rates may therefore be up to twice as much but will likely decline over a period of days to a few weeks with continuous pumping as the drawdown is established and groundwater is removed from storage to create a progressively increasing cone of depression in the water table, centered on the excavation.

4.6.2. South Bridge Crossing Abutment Excavation Discharge Estimates

Borings B-3 and B-4 were completed at the planned south bridge crossing. The soils encountered below the groundwater table at this location include fill, glacial till, and glaciolacustrine deposits. The fill generally consists of moderate permeability medium dense to dense sand with silt and gravel. The glacial till consists

of low permeability very dense silty sand with occasional gravel. The glaciolacustrine deposits consist of low permeability very stiff silts and clays. Only the fill soils are anticipated to contribute groundwater. The only saturated fill encountered during our explorations was an approximate 3-foot-thick layer in boring B-3.

A temporary dewatering flow rate of less than 10 gpm is estimated for this location. The discharge rate for temporary dewatering is expected to decline as groundwater is removed from storage and a cone of depression is created around the excavation.

4.6.3. Discharge Permitting

The temporary dewatering will need to be covered by the appropriate permit from the Washington State Department of Ecology and/or King County with approval from the City of Bellevue. A Construction Dewatering Request form will need to be submitted for the project.

4.6.4. Sumps and Vacuum Wellpoints

Sump pumping involves removing water that has seeped into an excavation by pumping from a sump that has been excavated at one or more locations in an excavation. Drainage ditches that lead to the sump are typically excavated along the excavation sidewalls at the base of an excavation. The excavation for the sump and discharge drainage ditches should be backfilled with gravel or crushed rock to reduce the amount of erosion and associated sediment in the water pumped from the sump. In our experience, a slotted casing or perforated 55-gallon drum that is installed in the sump backfill provides a suitable housing for a submersible pump.

Vacuum wellpoints connect to a common vacuum header, which typically operates using a single pump for the whole system. They are commonly used for fine- to medium-grained soils. Vacuum wellpoints are limited to about 15 to 20 feet because they are constrained by the limits of the vacuum to remove water out of the ground. The wellpoints typically have a 3-foot length of slotted well screen at the bottom and are spaced 5 to 10 feet apart with the closer spacing for finer-grained soils (i.e., silt and clay). For coarser soils and wider spacings, wells typically prove more efficient and less costly than vacuum wellpoints. Wellpoints can be installed quickly in most soils, are easy to maintain and can be installed temporarily.

4.7. Site Preparation and Earthwork

Based on the subsurface conditions encountered in the explorations, we anticipate the soils at the project sites may be excavated using conventional heavy-duty construction equipment. We recommend that the excavations for the abutment walls subgrade areas be performed using a smooth-edged bucket mounted to an excavator. Site soils generally consist of loose to medium dense fill and alluvial soils, and medium stiff to hard native glaciolacustrine deposits. The glacial soils commonly contain cobbles and boulders that may be encountered during excavation. Accordingly, the contractor should be prepared to address cobbles and boulders, if encountered.

The on-site fill and native soils contain a significant percentage of fines (particles passing the U.S. Standard No. 200 sieve) and are highly moisture-sensitive and susceptible to disturbance, especially when wet. Ideally, site preparation and earthwork should be undertaken during extended periods of dry weather (June through September) when the surficial soils will be less susceptible to disturbance and provide better support for construction equipment. Also, seepage quantities in excavations will likely be lower and therefore easier to handle. Dry weather construction will help reduce earthwork costs and increase the potential for reusing the existing fill and native outwash soils as structural fill. We anticipate that several utilities in the bridge replacement areas. Existing utilities that encroach in the planned bridge replacement project areas will need to be considered and protected or temporarily rerouted during construction.

4.7.1. Clearing, Stripping, and Demolition

Construction for the bridge replacements will require clearing, grubbing, and stripping. Trees, brush, vegetation, and debris should be cut down and removed from planned cut and fill areas. In addition, stumps and roots larger than 1 inch in diameter should be grubbed. Cut vegetation can be chipped and used as mulch for landscaping or erosion control in other parts of the project.

Graded areas should be stripped of topsoil and other surficial organic soils, such as forest duff in wooded areas. Based on the explorations, we estimate the depth of stripping will average about 6 inches.

The organic soils can be stockpiled and used later for landscaping purposes or may be spread over disturbed areas following completion of grading. If spread out, the organic strippings should be in a layer less than 1 foot in thickness, should not be placed on slopes steeper than 3H:1V, and should be tracked to a uniformly compacted condition. Materials that cannot be used for landscaping or protection of disturbed areas should be removed from the project sites.

4.7.2. Subgrade Preparation

Prior to constructing the abutment walls, placing new fills and pavement section materials, the subgrades in these areas should be evaluated by proof rolling or probing to locate zones of soft or pumping soils, by the geotechnical engineer. Proof rolling can be completed using a piece of heavy tire-mounted equipment such as a loaded dump truck. During wet weather or if significant seepage occurs within parts of the alignments, the exposed subgrade areas should be probed to determine the extent of soft soils. If soft or pumping soils are observed, they should be removed and replaced with structural fill.

Once approved, the subgrade areas should be recompacted to a firm condition, if possible. The achievable degree of compaction will depend on when construction is performed. If the work is performed during dry weather conditions, we recommend all subgrade areas be recompacted to at least 95 percent of the MDD using ASTM D 1557 test procedure (modified Proctor). If the work is performed during wet weather conditions or within wet areas caused by seepage, it may not be possible to recompact the subgrade to 95 percent of the MDD. In this case, we recommend the subgrade be compacted to the extent possible without causing undue weaving or pumping of the subgrade soils.

Subgrade disturbance or deterioration could occur if the subgrade is wet and cannot be dried, such as in seepage areas. If the subgrade deteriorates during compaction, it may become necessary to modify the compaction criteria or methods.

4.7.3. Permanent Cut and Fill Slopes

We recommend permanent slopes be constructed at a maximum inclination of 2H:1V. Where 2H:1V permanent slopes are not feasible, protective facings and/or retaining structures should be considered. This guideline assumes all surface loads are kept at a minimum distance of at least one-half the height of the slope away from the top of the slope and seepage is not present on the slope face. Flatter cut slopes or additional drainage measures could be necessary where seepage occurs or if surface surcharge loads are anticipated.

To achieve uniform compaction, we recommend fill slopes be overbuilt and subsequently cut back to expose well-compacted fill. Fill placement on existing slopes steeper than 5H:1V should be benched into the slope face. The configuration of benches depends on the equipment being used and the inclination of the existing slope. Bench excavations should be level and extend into the existing slope face at least half the width of the compaction equipment used.

Exposed areas should be revegetated as soon as practical to reduce the surface erosion and sloughing. Temporary protection should be used until permanent protection is established.

4.7.4. Erosion and Sedimentation Control

Erosion and sedimentation rates and quantities can be influenced by construction methods, slope length and gradient, amount of soil exposed and/or disturbed, soil type, construction sequencing and weather. Implementing an Erosion and Sedimentation Control Plan will reduce impacts to the project where erosion-prone areas are present. The plan should be designed in accordance with the requirements of the City of Bellevue. The plan should incorporate basic planning principles, including:

- Scheduling grading and construction to reduce soil exposure;
- Re-vegetating or mulching denuded areas;
- Directing runoff away from exposed soils;
- Reducing the length and steepness of slopes with exposed soils;
- Decreasing runoff velocities;
- Preparing drainage ways and outlets to handle concentrated or increased runoff;
- Confining sediment to the project site; and
- Inspecting and maintaining control measures frequently.

Temporary erosion protection should be used and maintained in areas with exposed or disturbed soils to help reduce erosion and reduce transport of sediment to adjacent areas and receiving waters. Permanent erosion protection should be provided by paving, structure construction or landscape planting.

Until permanent erosion protection is established, and the site is stabilized, site monitoring may be required by qualified personnel to evaluate the effectiveness of the erosion control measures and to repair and/or modify them as appropriate. Provisions for modifications to the erosion control system based on monitoring observations should be included in the Erosion and Sedimentation Control Plan. Where sloped areas are present, some sloughing and raveling of exposed or disturbed soil on slopes should be expected. We recommend that disturbed soil be restored promptly so that surface runoff does not become channeled.

4.7.5. Wet Weather Considerations

The soils, especially existing fill, observed in our borings contain a significant amount of fines. These soils will be susceptible to disturbance during periods of wet weather, sensitive to small changes in moisture and susceptible to disturbance from construction traffic when wet or if earthwork is performed during wet weather. When the moisture content of the soil is more than a few percent above the optimum moisture content, the soil can become muddy and unstable, and it will be challenging to meet the required compaction criteria. The wet weather season generally begins in October and continues through May in western Washington; however, periods of wet weather can occur during any month of the year. In our opinion, earthwork at the site should take place during the summer months or during periods of extended dry weather. If wet weather earthwork is unavoidable, we offer the following recommendations:

- The ground surface in and around the work area should be sloped so that surface water is directed away from the work area. The ground surface should be graded so areas of ponded water do not develop. Measures should be taken by the contractor to prevent surface water from collecting in excavations and trenches. Measures should be implemented to remove surface water from work areas and directed to a proper discharge location.
- Earthwork activities should not take place during periods of heavy precipitation.
- Slopes with exposed soils should be covered with plastic sheeting.
- The contractor should take necessary measures to prevent on-site soils and other soils to be used as fill from becoming wet or unstable. These measures may include the use of plastic sheeting, sumps with pumps and grading. The site soils should not be left uncompacted and exposed to moisture. Sealing exposed soils by rolling with a smooth-drum roller prior to periods of precipitation will help reduce the extent to which these soils absorb water and become wet or unstable.
- Construction traffic should be restricted to specific areas of the site, preferably areas that are surfaced with working pad materials not susceptible to wet weather disturbance.
- Construction activities should be scheduled so that the length of time that soils are left exposed to moisture is reduced to the extent practical.
- The contractor should cover all soil stockpiles that will be used as structural fill with plastic sheeting.

4.7.6. Structural Fill

All structural fill supporting pavement areas, around retaining walls, or in utility trenches should meet the criteria for structural fill presented below. The suitability of soil for use as structural fill depends on its gradation and moisture content. All materials required for MSE walls should be determined by the MSE wall designer and in accordance with the WSDOT GDM.

4.7.6.1. Materials

Materials used for the abutment walls, drainage layers, embankment fill, utility trench backfill and under paved areas are classified as structural fill for this report.

During wet weather construction and from October through May, structural fill should meet the criteria for imported gravel borrow. During dry weather construction, it may be possible to reuse the on-site fill as structural fill for areas requiring 95 percent compaction, provided the soils are properly moisture conditioned and compacted in the summer months. However, for planning purposes we recommend imported gravel borrow be used throughout these projects. Existing alluvial soils, and silt and clay soils, including glaciolacustrine soils, are not suitable for reuse as structural fill.

The following structural fill materials are recommended for this project:

- Structural fill for access roadway embankment construction, or placed under or around footings, should conform to Gravel Borrow as described in Section 9-03.14(1) of the WSDOT Standard Specifications, with the additional restriction that the fines content be limited to no more than 5 percent.
- Structural fill used for MSE walls should be determined by the contractor's MSE wall designer in accordance with the WSDOT GDM and approved by the owners' design team.
- Utility pipe bedding should conform to Section 9-03.12(3) of the WSDOT Standard Specifications, unless required otherwise by the City of Bellevue or the civil engineer.
- Structural fill placed as backfill in utility trenches should consist of Gravel Borrow as described in Section 9-03.14(1) of the WSDOT Standard Specifications, with the additional restriction that the fines content be limited to no more than 5 percent, especially if the work occurs in wet weather or during the wet season. However, if earthwork occurs during the normally dry months (June through September), approved on-site fill may be reused as structural fill provided that it is properly moisture conditioned and that it can be properly compacted.
- Structural fill placed as crushed surfacing base course below pavements should conform to Section 9-03.9 (3) of the WSDOT Standard Specifications.

4.7.6.2. Reuse of On-site Soils

The near surface on-site soils generally consist of fill, alluvium, glacial till, and glaciolacustrine deposits. On-site fill and glacial till soils are expected to be suitable for reuse as structural fill, provided the work is completed during the normally dry season (June through September) and that the soil can be properly moisture conditioned and compacted. The glaciolacustrine deposits and alluvial soils should not be reused as structural fill. On-site fill soil with significant amounts of debris or organic matter also should not be used as structural fill.

It will be necessary to import gravel borrow to achieve adequate compaction during wet weather construction. Imported structural fill consisting of Gravel Borrow should be planned for these projects unless earthwork takes place during the normally dry season.

The contractor should plan to cover and maintain all fill stockpiles with plastic sheeting if they will be used as structural fill. The reuse of on-site soils is highly dependent on the skill of the contractor, the schedule, and the weather, and we will work with KCHA and the design team to maximize the reuse of on-site soils during the dry season.

4.7.6.3. Fill Placement and Compaction Criteria

Structural fill should be mechanically compacted to a firm condition. Structural fill should be placed in loose lifts not exceeding 12 inches in thickness if using heavy compactors and 6 inches if using hand operated compaction equipment. The actual lift thickness will be dependent on the structural fill material used and the type and size of compaction equipment. Each lift should be moisture conditioned to within 2 percent of the optimum moisture content and compacted to the specified density obtained using ASTM D 1557 before placing subsequent lifts. Structural fill should be compacted to the following criteria:

- Fill placed under the roadway, within the MSE wall reinforced zone, around footings, as utility trench backfill under roads, and below MSE retaining walls should be placed as structural fill compacted to at least 95 percent of the MDD.

- Structural fill placed as CSBC below pavements should be compacted to at least 95 percent of the MDD.
- Non-structural fill, such as fill placed in landscaped areas, should be compacted to at least 90 percent of the MDD.
- Fill placed behind retaining walls should be compacted with hand-operated or lightweight compaction equipment, such as a vibrating plate, within 3 feet of the wall and the maximum loose lift thickness of the fill should be reduced to 6 inches.

4.7.6.4. Fill Placement Below the Water Table

Where fill placement is required on wet subgrades below the water table and below MSE walls or footings, we recommend fill consist of angular rock with negligible sand and fines. In our opinion, material conforming to WSDOT Standard Specification 9-03.9(2) “Permeable Ballast” is suitable for this purpose. The rock should be placed in lifts and compacted with an excavator-mounted vibratory plate or other piece of heavy compaction equipment. The rock should be completely wrapped in a non-woven geotextile separator such as Mirafi 180N or equivalent.

4.7.7. Underground Utilities

Trench excavation, pipe bedding, and trench backfilling should be completed using the general procedures described in the 2022 WSDOT Standard Specifications or other suitable procedures specified by the City of Bellevue and the project civil engineer.

Utility trench backfill should consist of structural fill and should be placed in uniform lifts such that adequate compaction can be achieved throughout the lift, as discussed previously. The backfill should be compacted in accordance with the criteria discussed above and with City of Bellevue requirements.

4.8. Recommended Additional Geotechnical Services

Throughout this report, recommendations are provided where we consider additional geotechnical services to be appropriate. These additional services are summarized below:

- GeoEngineers should be retained to review the final project plans and specifications when complete to confirm our design recommendations have been implemented as intended.
- If MSE walls are used for the project, GeoEngineers could design the MSE wall system or should be retained to review the contractors MSE wall design and associated material submittals.
- During construction, GeoEngineers should observe and evaluate the suitability of the temporary and permanent drainage and erosion control measures, evaluate temporary and permanent cut and fill slope conditions, evaluate the suitability of subgrade preparation for pavements and abutment wall foundations, observe and test MSE wall fill materials, observed installation of geosynthetic materials for MSE walls, observe and test structural fill, embankment fill, and utility trench backfill, and provide a summary letter of our construction observation services. The purposes of GeoEngineers construction phase services are to confirm the subsurface conditions are consistent with those observed in the explorations, to provide recommendations for design changes should the conditions revealed during the work differ from those anticipated, and to evaluate whether earthwork activities are completed in accordance with our recommendations and the design documents.

5.0 LIMITATIONS

We have prepared this report for the exclusive use of the King County Housing Authority and their authorized agents for the Sandpiper East Apartments—Kelsey Creek Crossings project in Bellevue, Washington. King County Housing Authority may distribute copies of this report to the owner's authorized agents and regulatory agencies as may be required for the project.

Within the limitations of scope, schedule and budget, our services have been executed in accordance with generally accepted practices in the field of geotechnical engineering in this area at the time this preliminary design report was prepared. The conclusions, recommendations, and opinions presented in this report are based on our professional knowledge, judgment, and experience. No warranty or other conditions, express or implied, should be understood.

Please refer to Appendix C, Report Limitations and Guidelines for Use, for additional information pertaining to the use of this report.

6.0 REFERENCES

Association of State Highway and Transportation Officials (AASHTO), 2020, Load and Resistance Factor Design (LRFD) Bridge Design Specifications, 8th Edition.

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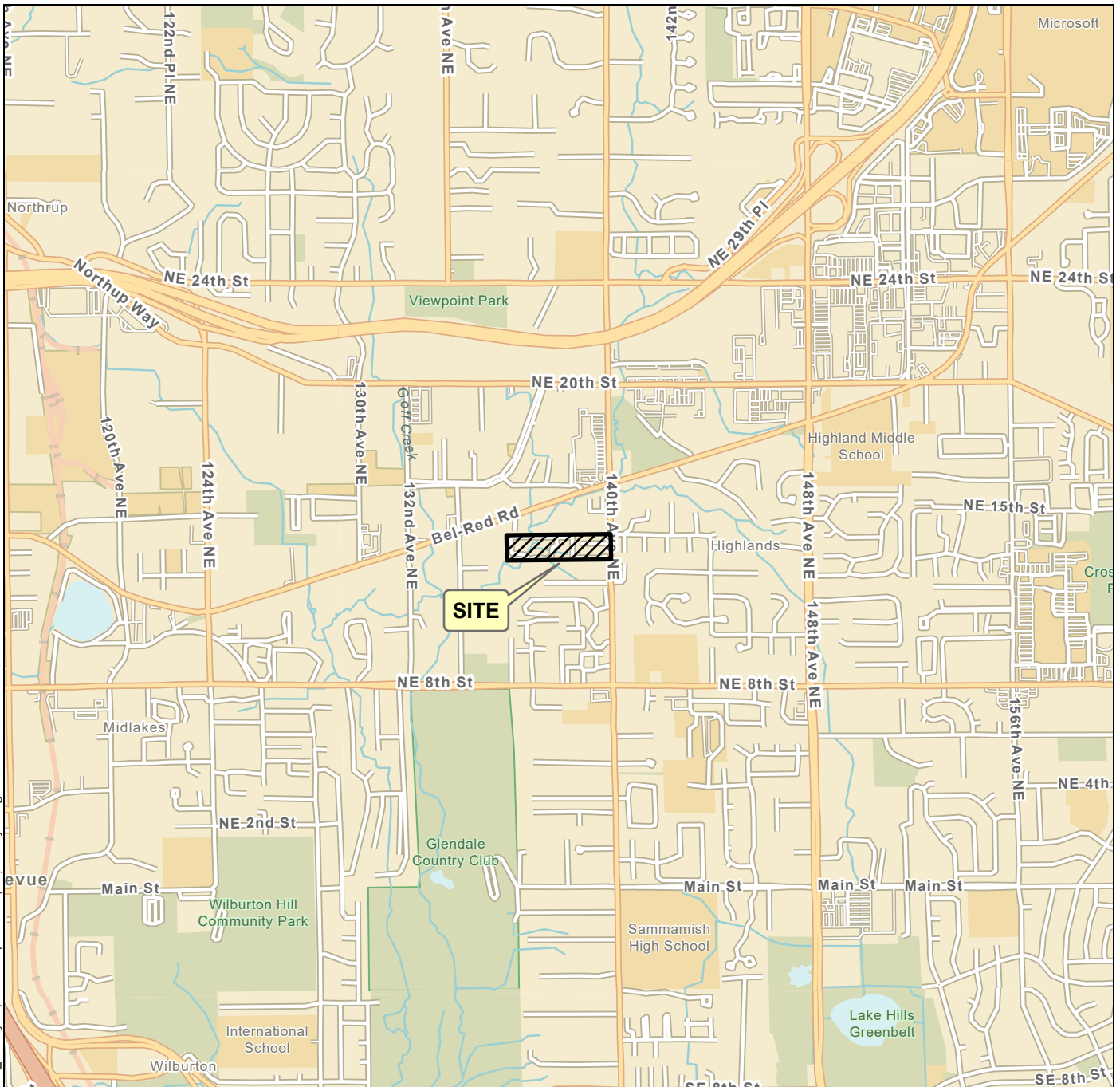
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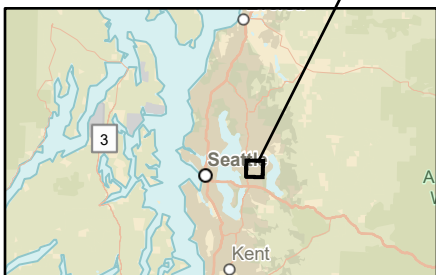
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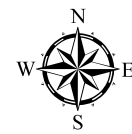


Notes:

1. The locations of all features shown are approximate.
2. This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document. GeoEngineers, Inc. cannot guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.

Data Source: ESRI

Projection: NAD 1983 UTM Zone 10N



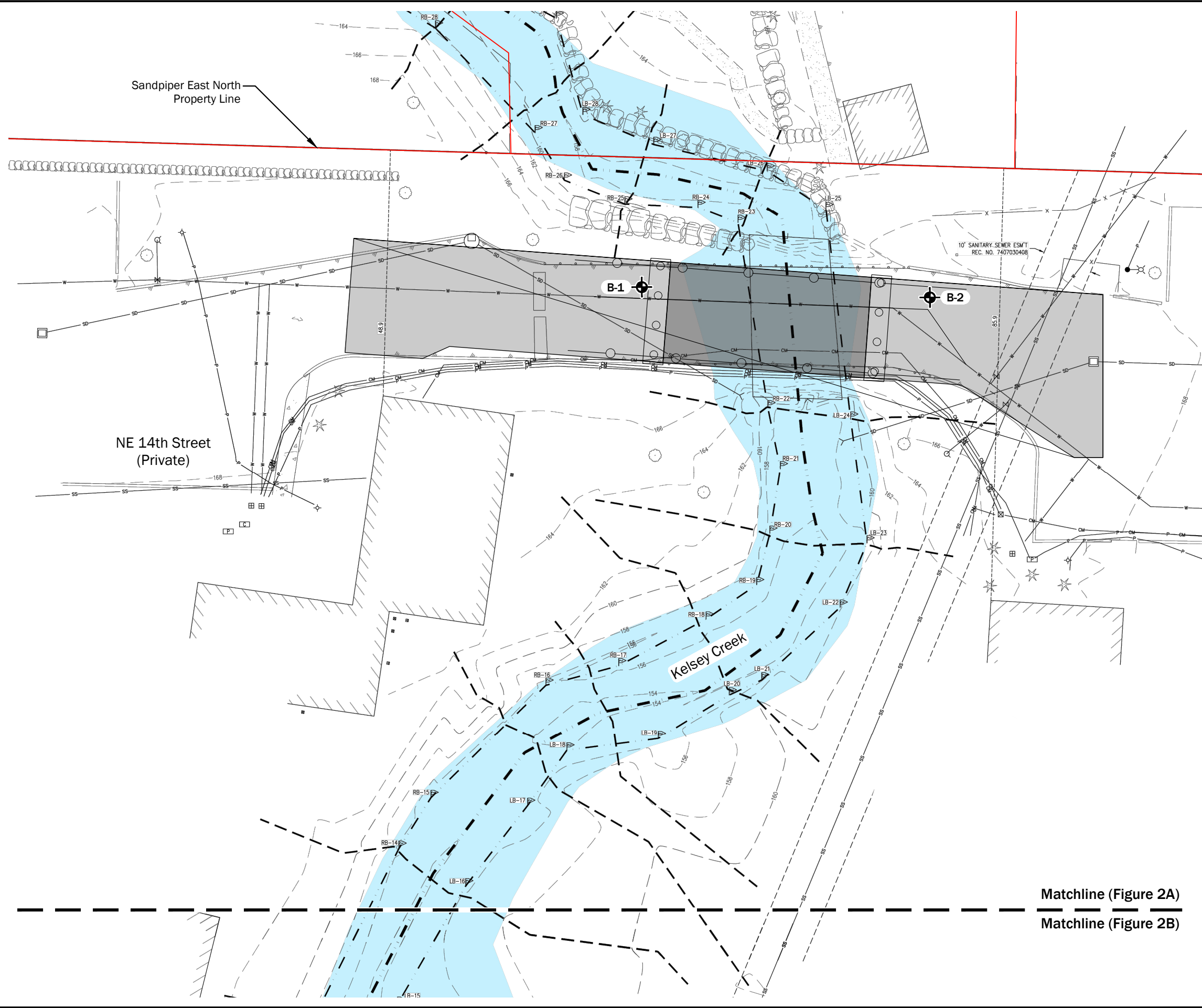
Vicinity Map

Sandpiper Apartments - East Kelsey Creek Crossings
Bellevue, Washington



Figure 1

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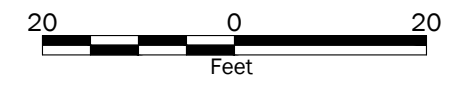
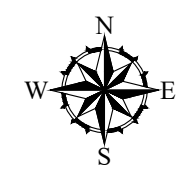


Legend
 B-1 Boring by GeoEngineers, 2022
 Stream Boundary

Notes:
 1. The locations of all features shown are approximate.
 2. This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document. GeoEngineers, Inc. cannot guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.

Data Source: Background from KPFF dated 5/20/2021 and Core Design dated 10/10/2022

Projection: WA State Plane, North Zone, NAD83, US Foot



Matchline (Figure 2A)
 Matchline (Figure 2B)


Site Plan - North Crossing	
Sandpiper Apartments - East Kelsey Creek Crossings Bellevue, Washington	
	Figure 2A

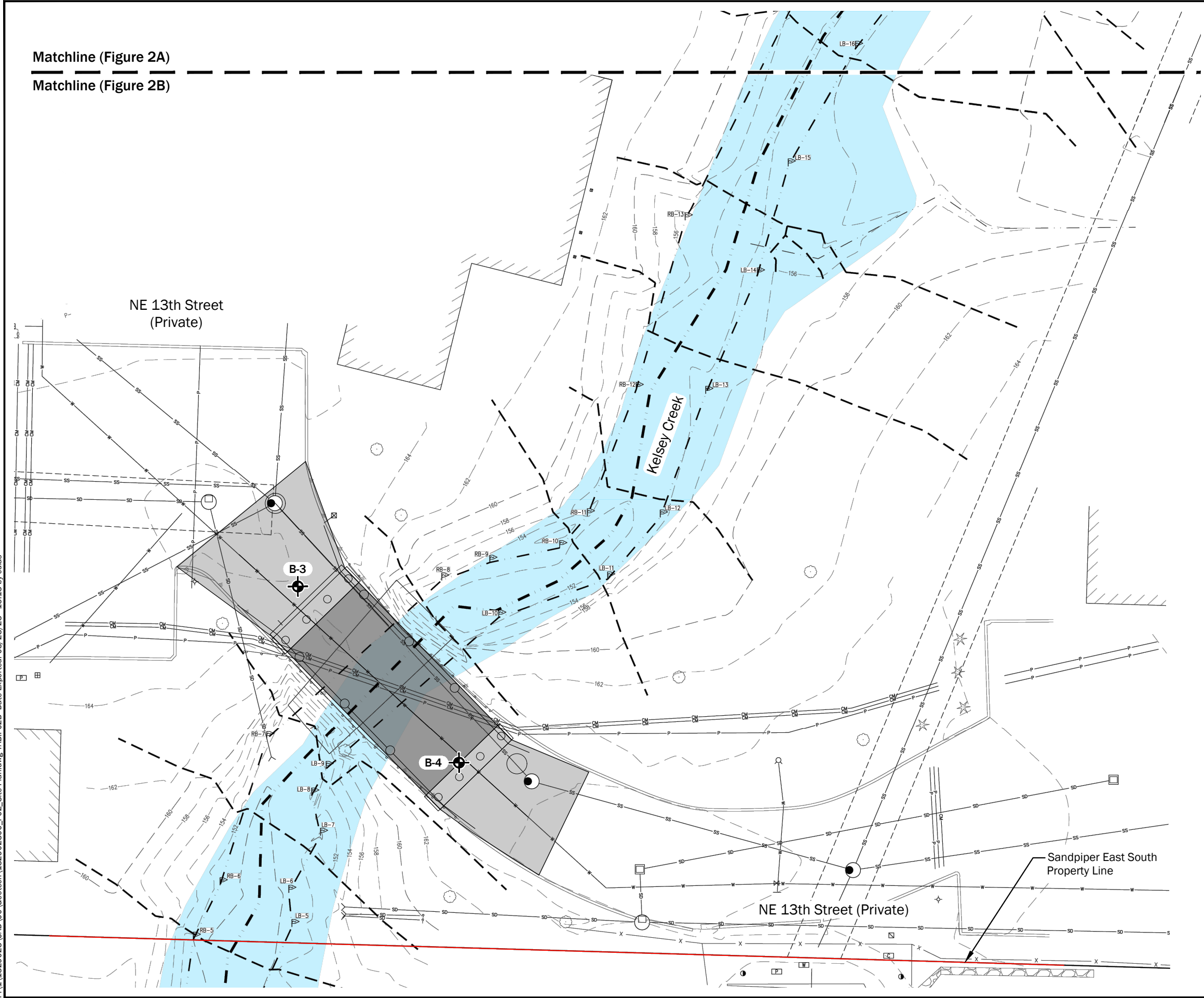
Matchline (Figure 2A)

Matchline (Figure 2B)

Legend

B-3  Boring by GeoEngineers, 2022

 Stream Boundary

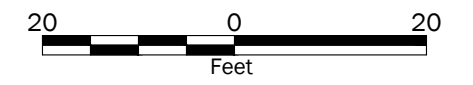



Notes:

1. The locations of all features shown are approximate.
2. This drawing is for information purposes. It is intended to assist in showing features discussed in an attached document. GeoEngineers, Inc. cannot guarantee the accuracy and content of electronic files. The master file is stored by GeoEngineers, Inc. and will serve as the official record of this communication.

Data Source: Background from KPFF dated 5/20/2021 and Core Design dated 10/10/2022

Projection: WA State Plane, North Zone, NAD83, US Foot



Site Plan - South Crossing	
Sandpiper Apartments - East Kelsey Creek Crossings Bellevue, Washington	
	Figure 2B

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APPENDIX A
Subsurface Explorations

APPENDIX A SUBSURFACE EXPLORATIONS

Subsurface Explorations

Soil and groundwater conditions at the site were explored by advancing four borings on February 1 through February 3, 2022. The location of the borings were surveyed by Core Design as shown in the Site Plans, Figures 2A and 2B. The exploration locations were constrained to some degree by site infrastructure.

The borings were completed using truck-mounted drilling equipment provided and operated by Holocene Drilling, Inc. under subcontract to GeoEngineers. The borings were advanced using hollow-stem auger drilling methods and advanced to depths of about 41½ feet below existing grade. The borings were backfilled by the driller in accordance with Washington State Department of Ecology requirements. Soil cuttings generated from the borings were placed in metal barrels and hauled off site for disposal.

The borings were continuously monitored by a representative from our firm who evaluated and classified the soils encountered, obtained representative soil samples, and observed groundwater conditions. Our representative maintained a detailed log of each boring. Disturbed samples of the representative soil types were obtained from the borings using standard penetration test (SPT) sampling procedures. SPT sampling was performed using a 2-inch outside diameter split-spoon sampler driven with a standard 140-pound hammer in accordance with ASTM International (ASTM) D 1586.

The soils encountered in the borings were typically sampled at 2½- to 5-foot vertical intervals with the SPT split spoon sampler. Samples were obtained by driving the sampler 18 inches into the soil with a hammer free-falling 30 inches. The number of blows required for each 6 inches of penetration is recorded. The standard penetration resistance (“N-value”) of the soil is calculated as the number of blows required for the final 12 inches of penetration (blows per foot). This value is shown on the boring logs. This resistance, or N-value, provides a measure of the relative density of granular soils and the relative consistency of cohesive soils. If the high penetration resistance encountered in the very dense soils precluded driving the total 18-inch sample interval, the penetration resistance for the partial penetration is entered on logs as follows: if the penetration is greater than 6 inches and less than 18 inches, then the number of blows is recorded over the number of inches driven; 30 blows for 6 inches and 50 for 3 inches, for instance, would be recorded as 80/9". The blow counts are shown on the boring logs at the respective sample depths. The Standard Penetration Test is a useful quantitative tool from which soil density/consistency was evaluated.

Soils encountered in the borings were classified in the field in general accordance with ASTM D 2488, the Standard Practice for Classification of Soils, Visual-Manual Procedure, which is summarized in the Key to Exploration Logs, Figure A-1. Logs of the borings are provided as Figures A-2 through A-5.

SOIL CLASSIFICATION CHART

MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS
			GRAPH	LETTER	
COARSE GRAINED SOILS	GRAVEL AND GRAVELLY SOILS	CLEAN GRAVELS <small>(LITTLE OR NO FINES)</small>		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES
		GRAVELS WITH FINES <small>(APPRECIABLE AMOUNT OF FINES)</small>		GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES
		GRAVELS WITH FINES <small>(APPRECIABLE AMOUNT OF FINES)</small>		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
	SAND AND SANDY SOILS	CLEAN SANDS <small>(LITTLE OR NO FINES)</small>		SW	WELL-GRADED SANDS, GRAVELLY SANDS
		SANDS WITH FINES <small>(APPRECIABLE AMOUNT OF FINES)</small>		SP	POORLY-GRADED SANDS, GRAVELLY SAND
		SANDS WITH FINES <small>(APPRECIABLE AMOUNT OF FINES)</small>		SM	SILTY SANDS, SAND - SILT MIXTURES
FINE GRAINED SOILS	SILTS AND CLAYS	LIQUID LIMIT LESS THAN 50		ML	INORGANIC SILTS, ROCK FLOUR, CLAYEY SILTS WITH SLIGHT PLASTICITY
		LIQUID LIMIT LESS THAN 50		CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
		LIQUID LIMIT LESS THAN 50		OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
	SILTS AND CLAYS	LIQUID LIMIT GREATER THAN 50		MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS SILTY SOILS
		LIQUID LIMIT GREATER THAN 50		CH	INORGANIC CLAYS OF HIGH PLASTICITY
		LIQUID LIMIT GREATER THAN 50		OH	ORGANIC CLAYS AND SILTS OF MEDIUM TO HIGH PLASTICITY
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS

NOTE: Multiple symbols are used to indicate borderline or dual soil classifications

Sampler Symbol Descriptions

	2.4-inch I.D. split barrel / Dames & Moore (D&M)
	Standard Penetration Test (SPT)
	Shelby tube
	Piston
	Direct-Push
	Bulk or grab
	Continuous Coring

Blowcount is recorded for driven samplers as the number of blows required to advance sampler 12 inches (or distance noted). See exploration log for hammer weight and drop.

"P" indicates sampler pushed using the weight of the drill rig.

"WOH" indicates sampler pushed using the weight of the hammer.

NOTE: The reader must refer to the discussion in the report text and the logs of explorations for a proper understanding of subsurface conditions. Descriptions on the logs apply only at the specific exploration locations and at the time the explorations were made; they are not warranted to be representative of subsurface conditions at other locations or times.

ADDITIONAL MATERIAL SYMBOLS

SYMBOLS		TYPICAL DESCRIPTIONS
GRAPH	LETTER	
	AC	Asphalt Concrete
	CC	Cement Concrete
	CR	Crushed Rock/Quarry Spalls
	SOD	Sod/Forest Duff
	TS	Topsoil

Groundwater Contact



Measured groundwater level in exploration, well, or piezometer



Measured free product in well or piezometer

Graphic Log Contact

Distinct contact between soil strata

Approximate contact between soil strata

Material Description Contact

Contact between geologic units

Contact between soil of the same geologic unit

Laboratory / Field Tests

%F	Percent fines
%G	Percent gravel
AL	Atterberg limits
CA	Chemical analysis
CP	Laboratory compaction test
CS	Consolidation test
DD	Dry density
DS	Direct shear
HA	Hydrometer analysis
MC	Moisture content
MD	Moisture content and dry density
Mohs	Mohs hardness scale
OC	Organic content
PM	Permeability or hydraulic conductivity
PI	Plasticity index
PL	Point lead test
PP	Pocket penetrometer
SA	Sieve analysis
TX	Triaxial compression
UC	Unconfined compression
UU	Unconsolidated undrained triaxial compression
VS	Vane shear

Sheen Classification

NS	No Visible Sheen
SS	Slight Sheen
MS	Moderate Sheen
HS	Heavy Sheen

Key to Exploration Logs



Project: Sandpiper East Apartments - Kelsey Creek Crossings
Project Location: Bellevue, Washington
Project Number: 1329023-00

Figure A-1

Drilled	Start 2/1/2022	End 2/1/2022	Total Depth (ft)	41.5	Logged By Checked By	NJO	Driller	Holocene Drilling, Inc.	Drilling Method	Hollow-stem Auger
Surface Elevation (ft) Vertical Datum	167 NAVD88			Hammer Data	Autohammer 140 (lbs) / 30 (in) Drop			Drilling Equipment	Mobile B-58 Truck-mounted	
Latitude Longitude	47.6225 -122.15772			System Datum	WA Decimal Degrees North WGS84 (feet)			See "Remarks" section for groundwater observed		
Notes: Hammer Efficiency: 97%										

Elevation (feet)	FIELD DATA				Graphic Log	Group Classification	MATERIAL DESCRIPTION	Moisture Content (%)	Fines Content (%)	REMARKS
	Depth (feet)	Interval Recovered (in)	Blows/ foot	Collected Sample						
0					AC	Approximately 2 inches asphalt concrete pavement				
165					SM	Brown silty sand with gravel, occasional cobbles (fill) (loose, moist)			Factor truck potholed to 5 feet	
5	3	4	1		GP	Brown fine to medium gravel with sand (very loose, moist)				
160	9	56*	2		SP-SM	Brown fine to medium sand with silt and gravel (medium dense, moist)			Blowcount not indicative of soil unit	
10	16	16	4	SA	SM	Gray silty fine sand (medium dense, moist) (alluvium)	15	37	Groundwater observed at approximately 12 feet during drilling	
155	16	58	4		ML	Gray silt with sand (hard, wet) (glaciolacustrine)				
150	18	83	4	5	SM	Gray silty fine to medium sand (very dense, wet)	18	49		
145	18	37	7	6	CL	Gray lean clay with sand (very stiff, moist)	20		AL (LL = 48; PI = 30)	
140	18	36	7	7						
135										
35										

Note: See Figure A-1 for explanation of symbols.
Coordinates Data Source: Horizontal approximated based on Topographic Survey. Vertical approximated based on Locational Survey.

Log of Boring B-1



Project: Sandpiper East Apartments - Kelsey Creek Crossings
Project Location: Bellevue, Washington
Project Number: 1329-023-00

Date: 3/28/23 Path: P:\1\1329\023\GINT\132902300.GPJ DBLibrary\Library\GEOENGINEERS_DF_STD_US_JUNE_2017\GLB\GEI6_GEO TECH_STANDARD_WF_NO_GW

Date: 3/28/23 Path: P:\1329\023\GINT\132902300.GPJ DBLibrary/Library\GEOENGINEERS_DF_STD_US_JUNE_2017\GLB\GEI6_GEO TECH_STANDARD_WF_NO_GW

Elevation (feet)	FIELD DATA					MATERIAL DESCRIPTION	Moisture Content (%)	Fines Content (%)	REMARKS
	Depth (feet)	Interval Recovered (in)	Blows/foot	Collected Sample	Sample Name Testing				
38	18	32		8					
40	18	30		9					

Log of Boring B-1 (continued)



Project: Sandpiper East Apartments - Kelsey Creek Crossings
 Project Location: Bellevue, Washington
 Project Number: 1329-023-00

Drilled	Start 2/3/2022	End 2/3/2022	Total Depth (ft)	41.5	Logged By Checked By	NJO	Driller	Holocene Drilling, Inc.	Drilling Method	Hollow-stem Auger
Surface Elevation (ft) Vertical Datum	167.5 NAVD88		Hammer Data	Autohammer 140 (lbs) / 30 (in) Drop		Drilling Equipment	Mobile B-58 Truck-mounted			
Latitude Longitude	47.6225 -122.15748		System Datum	WA Decimal Degrees North WGS84 (feet)		See "Remarks" section for groundwater observed				
Notes: Hammer Efficiency: 97%										

Elevation (feet)	Depth (feet)	FIELD DATA				Graphic Log	Group Classification	MATERIAL DESCRIPTION	Moisture Content (%)	Fines Content (%)	REMARKS
		Interval Recovered (in)	Blows/foot	Collected Sample	Sample Name Testing						
0						AC	Approximately 2 inches asphalt concrete pavement				
1.65						SC	Clayey sand with gravel and cobbles (medium dense, moist) (fill)				
5		18	6		1 SA	SM	Dark brown silty fine to medium sand with gravel, organic matter (loose, moist) (alluvium)	12	24		
1.60		18	25		2 %F	SP	Gray fine to coarse sand with gravel, wood debris (medium dense, moist)	24	4	Perched groundwater observed at approximately 7½ feet during drilling	
10		8	12		3 %F	ML	Gray silt with occasional sand (stiff, moist) (glaciolacustrine)	21	65		
15		18	26		4		Becomes very stiff to hard, lacks sand				
1.55											
15		18	26		4		Becomes very stiff to hard, lacks sand				
1.50											
20		0	50/5"		5						
1.45											
25		0	50/5"		6						
1.40											
30		18	30		7		Occasional sand				
1.35											
35											

Note: See Figure A-1 for explanation of symbols.
Coordinates Data Source: Horizontal approximated based on Topographic Survey. Vertical approximated based on Locational Survey.

Log of Boring B-2



Project: Sandpiper East Apartments - Kelsey Creek Crossings
Project Location: Bellevue, Washington
Project Number: 1329-023-00

Date: 3/28/23 Path: P:\1\1329-023\GINT\1329-023-00\GPI DBLibrary\Library\GEOENGINEERS_DF_STD_US_JUNE_2017\GLB\GEIB_GEO TECH_STANDARD_WF_NO_GW

Date: 3/28/23 Path: P:\1329\023\GINT\132902300.GPJ DBLibrary/Library\GEOENGINEERS_DF_STD_US_JUNE_2017\GLB\GEI6_GEO TECH_STANDARD_WF_NO_GW

Elevation (feet)	FIELD DATA					MATERIAL DESCRIPTION	Moisture Content (%)	Fines Content (%)	REMARKS
	Depth (feet)	Interval Recovered (in)	Blows/foot	Collected Sample	Sample Name Testing				
35	18	35		8					
40	18	45		9		Lacks sand			

Log of Boring B-2 (continued)



Project: Sandpiper East Apartments - Kelsey Creek Crossings
 Project Location: Bellevue, Washington
 Project Number: 1329-023-00

Drilled	Start 2/1/2022	End 2/1/2022	Total Depth (ft)	41.5	Logged By Checked By	NJO	Driller	Holocene Drilling, Inc.	Drilling Method	Hollow-stem Auger
Surface Elevation (ft) Vertical Datum	164 NAVD88			Hammer Data	Autohammer 140 (lbs) / 30 (in) Drop			Drilling Equipment	Mobile B-58 Truck-mounted	
Latitude Longitude	47.62188 -122.1583			System Datum	WA Decimal Degrees North WGS84 (feet)			See "Remarks" section for groundwater observed		
Notes: Hammer Efficiency: 97%										

Elevation (feet)	FIELD DATA					Graphic Log	Group Classification	MATERIAL DESCRIPTION	Moisture Content (%)	Fines Content (%)	REMARKS
	Depth (feet)	Interval Recovered (in)	Blows/foot	Collected Sample	Sample Name Testing						
0						AC	Approximately 2 inches asphalt concrete pavement				
						SM	Brown silty sand with gravel and occasional cobbles (medium dense, moist) (fill)				Vector truck potholed to 5 feet
5			18		1	SP-SM	Brown fine to medium sand with silt and gravel (medium dense to dense, moist)				
					2						Groundwater observed at approximately 7 feet during drilling
10			65		3	SM	Gray silty fine to medium sand with occasional gravel (very dense, moist) (glacial till)				
15			34		4	CH	Gray fat clay with sand and occasional gravel (very stiff, moist) (glaciolacustrine)				
20			18		5		Becomes stiff with decreased sand content, lacks gravel	30			AL (LL = 71; PI = 48)
25			15		6		Becomes medium stiff				
30			14		7						

Note: See Figure A-1 for explanation of symbols.
Coordinates Data Source: Horizontal approximated based on Topographic Survey. Vertical approximated based on Locational Survey.

Log of Boring B-3





Project: Sandpiper East Apartments - Kelsey Creek Crossings
Project Location: Bellevue, Washington
Project Number: 1329-023-00

Figure A-4
Sheet 1 of 2

Date: 3/28/23 Path: P:\1\1329\023\GINT\132902300.GPJ DBLibrary\Library\GEOENGINEERS_DF_STD_US_JUNE_2017\GLB\GEI6_GEO TECH_STANDARD_WF_NO_GW

Date: 3/28/23 Path: P:\1329\023\GINT\132902300.GPJ DBLibrary/Library\GEOENGINEERS_DF_STD_US_JUNE_2017\GLB\GEI6_GEO TECH_STANDARD_WF_NO_GW

Elevation (feet)	FIELD DATA					Group Classification	MATERIAL DESCRIPTION	Moisture Content (%)	Fines Content (%)	REMARKS
	Depth (feet)	Interval Recovered (in)	Blows/foot	Collected Sample	Sample Name Testing					
35	18	17		8						
40		50		9		Becomes hard				

Log of Boring B-3 (continued)



Project: Sandpiper East Apartments - Kelsey Creek Crossings
 Project Location: Bellevue, Washington
 Project Number: 1329-023-00

Drilled	Start 2/1/2022	End 2/1/2022	Total Depth (ft)	41.5	Logged By Checked By	NJO	Driller	Holocene Drilling, Inc.	Drilling Method	Hollow-stem Auger
Surface Elevation (ft) Vertical Datum	164.5 NAVD88		Hammer Data	Autohammer 140 (lbs) / 30 (in) Drop		Drilling Equipment	Mobile B-58 Truck-mounted			
Latitude Longitude	47.62178 -122.15816		System Datum	WA Decimal Degrees North WGS84 (feet)		See "Remarks" section for groundwater observed				
Notes: Hammer Efficiency: 97%										

Elevation (feet)	FIELD DATA					Graphic Log	Group Classification	MATERIAL DESCRIPTION	Moisture Content (%)	Fines Content (%)	REMARKS
	Depth (feet)	Interval Recovered (in)	Blows/foot	Collected Sample	Sample Name Testing						
0						AC	Approximately 2 inches asphalt concrete pavement				Vector truck potholed to 5 feet
						SC	Brown sandy clay with gravel and occasional cobbles (medium dense, moist) (fill)				
5	15	20		1	%A	SM	Brown silty fine to medium sand with gravel (medium dense, moist)	6	21		Groundwater observed at approximately 15 feet during drilling
10	3	22		2							
15	2	28		3		ML	Gray silt with occasional sand (very stiff, moist) (glaciolacustrine deposits)				
20	14	45		4			Increased sand content and gravel, hard, moist to wet				
25	5	26		5	%F	SM	Gray silty fine to medium sand with occasional gravel (medium dense, wet) (till-like)	11	20		
30	18	20		6		ML	Gray silt (very stiff, moist)				
35	18	20		7			Occasional sand				

Note: See Figure A-1 for explanation of symbols.
Coordinates Data Source: Horizontal approximated based on Topographic Survey. Vertical approximated based on Locational Survey.

Log of Boring B-4



Project: Sandpiper East Apartments - Kelsey Creek Crossings
Project Location: Bellevue, Washington
Project Number: 1329-023-00

Date: 3/28/23 Path: P:\1\1329\023\GINT\1329023\GINT\1329023\00.GPJ DBLibrary\Library\GEOENGINEERS_DF_STD_US_JUNE_2017\GLB\GEI6_GEO TECH_STANDARD_WF_NO_GW

Date: 3/28/23 Path: P:\1329\023\GINT\132902300.GPJ DBLibrary/Library\GEOENGINEERS_DF_STD_US_JUNE_2017\GLB\GEI6_GEO TECH_STANDARD_WF_NO_GW

Elevation (feet)	FIELD DATA					MATERIAL DESCRIPTION	Moisture Content (%)	Fines Content (%)	REMARKS
	Depth (feet)	Interval Recovered (in)	Blows/foot	Collected Sample	Sample Name Testing				
35	X	18	17		8				Lacks sand
40	X	18	25		9				

Log of Boring B-4 (continued)



Project: Sandpiper East Apartments - Kelsey Creek Crossings
 Project Location: Bellevue, Washington
 Project Number: 1329-023-00

APPENDIX B

Laboratory Testing

APPENDIX B LABORATORY TESTING

Soil samples obtained from the borings were transported to our laboratory and evaluated to confirm or modify field classifications, as well as to evaluate engineering properties of the soil. Representative samples were selected for laboratory testing that consisted of moisture content determinations and sieve analysis. The tests were performed in general accordance with test methods of ASTM International (ASTM) or other applicable procedures.

Soil Classifications

Soil samples obtained from the borings were visually classified in the field and/or in our laboratory using a system based on the Unified Soil Classification System (USCS) and ASTM classification methods. ASTM test method D 2488 was used to visually classify the soil samples, while ASTM D 2487 was used to classify the soils based on laboratory tests results. These classification procedures are incorporated in the boring logs shown in Figures A-2 through A-5, in Appendix A.

Moisture Content Determinations

Moisture contents were determined in general accordance with ASTM D 2216 for numerous samples obtained from the borings. The results of these tests are presented on the boring logs at the respective sample depth in Appendix A.

Fines Content (%F)

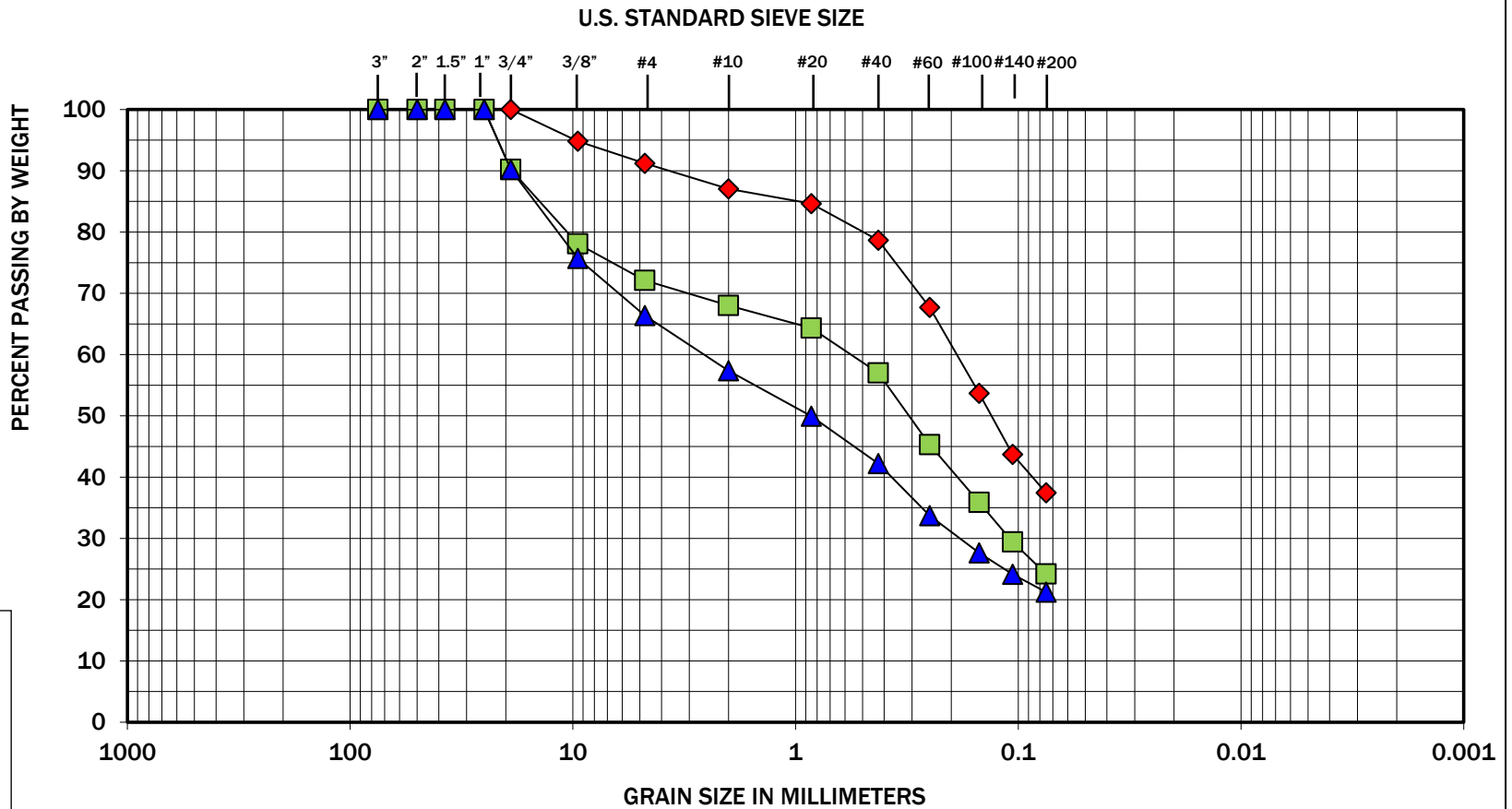
Selected samples were “washed” through the U.S. No. 200 mesh sieve to estimate the relative percentages of coarse- and fine-grained particles in the soil. The percent passing value represents the percentage by weight of the sample finer than the U.S. No. 200 sieve. These tests were conducted to verify field descriptions and to estimate the fines content for analysis purposes. The tests were conducted in accordance with ASTM D 1140, and the results are shown on the exploration logs in Appendix A at the respective sample depths.

Sieve Analysis

Sieve analyses were performed on three samples obtained from the borings. The analyses were conducted in general accordance with ASTM D 422. The wet sieve analysis method was used to determine the percentage of soil greater than the U.S. No. 200 mesh sieve. The results of the sieve analyses were plotted, classified in general accordance with the USCS, and presented in Figure B-1.

Atterberg Limits

Atterberg Limit Tests were performed on selected samples in general accordance with ASTM Test Method D 4318. This test method determines the liquid limit, plastic limit and plasticity index of soil particles passing the No. 40 sieve. The results of the tests are used to assist in soil classification and to correlate to pertinent engineering properties. The test results are shown on the exploration logs at the respective sample depths and presented in Figure B-2.



Symbol	Boring Number	Depth (feet)	Moisture (%)	Soil Description
◆	B-1	10	15	Silty sand (SM)
■	B-2	5	12	Silty sand with gravel (SM)
▲	B-4	5	6	Silty sand with gravel (SM)



Note: This report may not be reproduced, except in full, without written approval of GeoEngineers, Inc. Test results are applicable only to the specific sample on which they were performed, and should not be interpreted as representative of any other samples obtained at other times, depths or locations, or generated by separate operations or processes.

The grain size analysis results were obtained in general accordance with ASTM C 136. GeoEngineers 17425 NE Union Hill Road Ste 250, Redmond, WA 98052

GEOENGINEERS

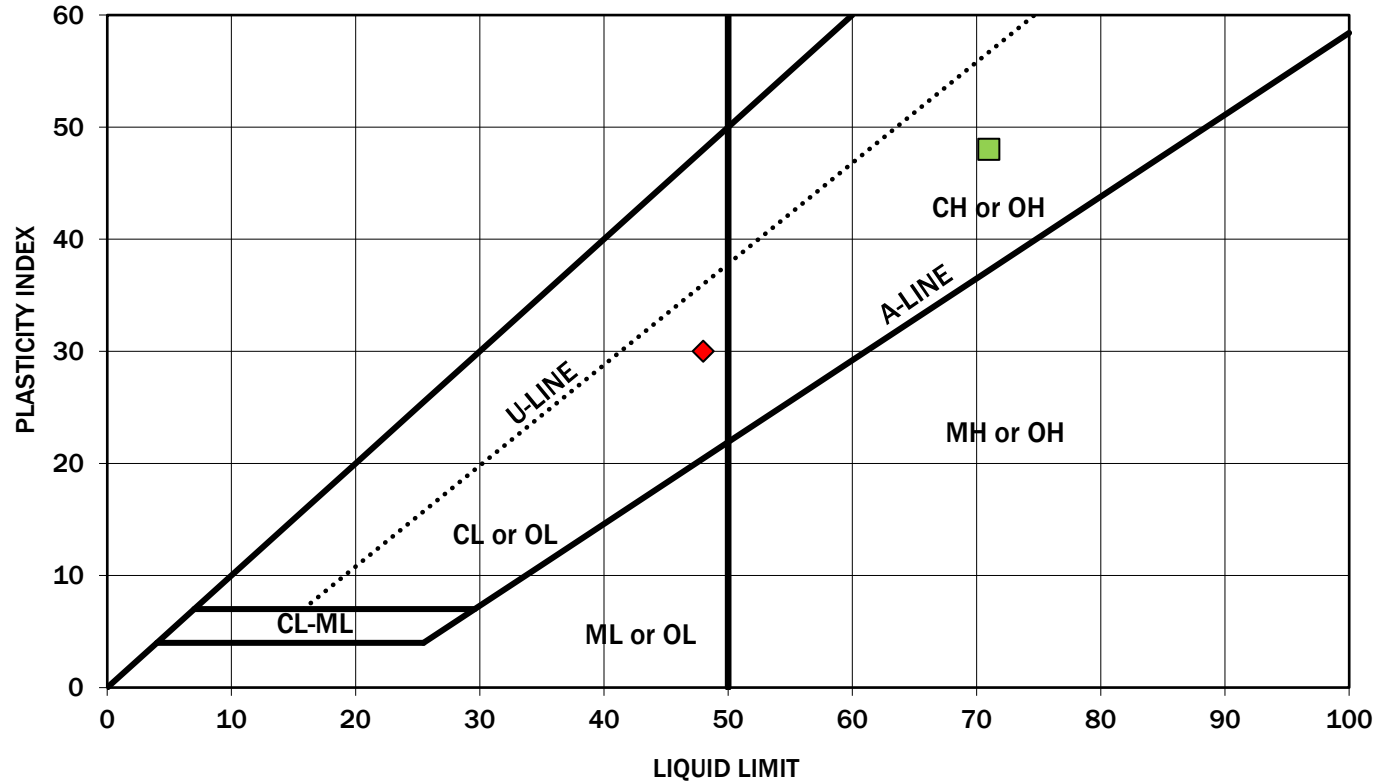


Sandpiper East
Bellevue, Washington

Sieve Analysis Results

Figure B-1

PLASTICITY CHART



Symbol	Boring Number	Depth (feet)	Moisture Content (%)	Liquid Limit (%)	Plasticity Index (%)	Soil Description
◆	B-1	25	20	48	30	Lean clay (CL)
■	B-3	20	30	71	48	Fat clay (CH)

Note: This report may not be reproduced, except in full, without written approval of GeoEngineers, Inc. Test results are applicable only to the specific sample on which they were performed and should not be interpreted as representative of any other samples obtained at other times, depths or locations, or generated by separate operations or processes. The liquid limit and plasticity index were obtained in general accordance with ASTM D 4318. GeoEngineers 17425 NE Union Hill Road Ste 250, Redmond, WA 98052



APPENDIX C
Report Limitations and Guidelines for Use

APPENDIX C REPORT LIMITATIONS AND GUIDELINES FOR USE¹

This appendix provides information to help you manage your risks with respect to the use of this report.

Read These Provisions Closely

It is important to recognize that the geoscience practices (geotechnical engineering, geology and environmental science) rely on professional judgment and opinion to a greater extent than other engineering and natural science disciplines, where more precise and/or readily observable data may exist. To help clients better understand how this difference pertains to our services, GeoEngineers includes the following explanatory “limitations” provisions in its reports. Please confer with GeoEngineers if you need to know more how these “Report Limitations and Guidelines for Use” apply to your project or site.

Geotechnical Services are Performed for Specific Purposes, Persons and Projects

This report has been prepared for King County Housing Authority for the proposed Kelsey Creek crossings replacement projects at the Sandpiper East Apartments site in Bellevue, Washington. The information contained herein is not applicable to other sites or projects.

GeoEngineers structures its services to meet the specific needs of its clients. No party other than the party to whom this report is addressed may rely on the product of our services unless we agree to such reliance in advance and in writing. Within the limitations of the agreed scope of services for the Project, and its schedule and budget, our services have been executed in accordance with our Agreement with the King County Housing Authority and generally accepted geotechnical practices in this area at the time this report was prepared. We do not authorize, and will not be responsible for, the use of this report for any purposes or projects other than those identified in the report.

A Geotechnical Engineering or Geologic Report is based on a Unique Set of Project-Specific Factors

This report has been prepared for the Sandpiper East Apartments – Kelsey Creek Crossings project located in Bellevue, Washington. GeoEngineers considered a number of unique, project-specific factors when establishing the scope of services for this project and report. Unless GeoEngineers specifically indicates otherwise, it is important not to rely on this report if it was:

- Not prepared for you,
- Not prepared for your project,
- Not prepared for the specific site explored, or
- Completed before important project changes were made.

¹ Developed based on material provided by ASFE, Professional Firms Practicing in the Geosciences; www.asfe.org.

For example, changes that can affect the applicability of this report include those that affect:

- The function of the proposed structure;
- Elevation, configuration, location, orientation or weight of the proposed structure;
- Composition of the design team; or
- Project ownership.

If changes occur after the date of this report, GeoEngineers cannot be responsible for any consequences of such changes in relation to this report unless we have been given the opportunity to review our interpretations and recommendations. Based on that review, we can provide written modifications or confirmation, as appropriate.

Environmental Concerns are Not Covered

Unless environmental services were specifically included in our scope of services, this report does not provide any environmental findings, conclusions, or recommendations, including but not limited to, the likelihood of encountering underground storage tanks or regulated contaminants.

Information Provided by Others

GeoEngineers has relied upon certain data or information provided or compiled by others in the performance of our services. Although we use sources that we reasonably believe to be trustworthy, GeoEngineers cannot warrant or guarantee the accuracy or completeness of information provided or compiled by others.

Subsurface Conditions Can Change

This geotechnical or geologic 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 man-made events such as construction on or adjacent to the site, new information or technology that becomes available subsequent to the report date, or by natural events such as floods, earthquakes, slope instability or groundwater fluctuations. If more than a few months have passed since issuance of our report or work product, or if any of the described events may have occurred, please contact GeoEngineers before applying this report for its intended purpose so that we may evaluate whether changed conditions affect the continued reliability or applicability of our conclusions and recommendations.

Geotechnical and Geologic Findings are Professional Opinions

Our interpretations of subsurface conditions are based on field observations from widely spaced sampling locations at the site. Site exploration identifies the specific subsurface conditions only at those points where subsurface tests are conducted or samples are taken. GeoEngineers reviewed field and laboratory data and then applied its professional judgment to render an informed opinion about subsurface conditions at other locations. Actual subsurface conditions may differ, sometimes significantly, from the opinions presented in this report. Our report, conclusions and interpretations are not a warranty of the actual subsurface conditions.

Geotechnical Engineering Report Recommendations are Not Final

We have developed the following recommendations based on data gathered from subsurface investigation(s). These investigations sample just a small percentage of a site to create a snapshot of the subsurface conditions elsewhere on the site. Such sampling on its own cannot provide a complete and accurate view of subsurface conditions for the entire site. Therefore, the recommendations included in this report are preliminary and should not be considered final. GeoEngineers' recommendations can be finalized only by observing actual subsurface conditions revealed during construction. GeoEngineers cannot assume responsibility or liability for the recommendations in this report if we do not perform construction observation.

We recommend that you allow sufficient monitoring, testing and consultation during construction by GeoEngineers to confirm that the conditions encountered are consistent with those indicated by the explorations, to provide recommendations for design changes if the conditions revealed during the work differ from those anticipated, and to evaluate whether earthwork activities are completed in accordance with our recommendations. Retaining GeoEngineers for construction observation for this project is the most effective means of managing the risks associated with unanticipated conditions. If another party performs field observation and confirms our expectations, the other party must take full responsibility for both the observations and recommendations. Please note, however, that another party would lack our project-specific knowledge and resources.

A Geotechnical Engineering or Geologic Report Could Be Subject to Misinterpretation

Misinterpretation of this report by members of the design team or by contractors can result in costly problems. GeoEngineers can help reduce the risks of misinterpretation by conferring with appropriate members of the design team after submitting the report, reviewing pertinent elements of the design team's plans and specifications, participating in pre-bid and preconstruction conferences, and providing construction observation.

Do Not Redraw the Exploration Logs

Geotechnical engineers and geologists prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. The logs included in a geotechnical engineering or geologic report should never be redrawn for inclusion in architectural or other design drawings. Photographic or electronic reproduction is acceptable but separating logs from the report can create a risk of misinterpretation.

Give Contractors a Complete Report and Guidance

To help reduce the risk of problems associated with unanticipated subsurface conditions, GeoEngineers recommends giving contractors the complete geotechnical engineering or geologic report, including these "Report Limitations and Guidelines for Use." When providing the report, you should preface it with a clearly written letter of transmittal that:

- Advises contractors that the report was not prepared for purposes of bid development and that its accuracy is limited; and
- Encourages contractors to confer with GeoEngineers and/or to conduct additional study to obtain the specific types of information they need or prefer.

Contractors are Responsible for Site Safety on Their Own Construction Projects

Our geotechnical recommendations are not intended to direct the contractor's procedures, methods, schedule or management of the work site. The contractor is solely responsible for job site safety and for managing construction operations to minimize risks to on-site personnel and adjacent properties.

Biological Pollutants

GeoEngineers' Scope of Work specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. Accordingly, this report does not include any interpretations, recommendations, findings or conclusions regarding the detecting, assessing, preventing or abating of Biological Pollutants, and no conclusions or inferences should be drawn regarding Biological Pollutants as they may relate to this project. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria and viruses, and/or any of their byproducts.

A Client that desires these specialized services is advised to obtain them from a consultant who offers services in this specialized field.

APPENDIX B

TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement ("Agreement") is entered into as of Sept 8, 2023 ("Effective Date") between **PARK 12 BELLEVUE COMMUNITY ASSOCIATION**, a Washington homeowners association ("Grantor") and the **HOUSING AUTHORITY OF THE COUNTY OF KING**, a public body corporate and politic under the laws of the State of Washington ("KCHA").

RECITALS

- A. Grantor owns a parcel of land, improved with a 5-story residential condominium, located at 1436 136th Court NE, Bellevue, WA in King County ("**Park 12 Property**"). The Park 12 Property is identified as King County Assessor Tax Parcel Number 664958-0000.
- B. KCHA owns a certain parcel of land, improved with a multifamily residential development known as Sandpiper East Apartments, located at 1312 139th Ave. NE, Bellevue, WA in King County ("**KCHA Property**") and adjoining the Park 12 Property. The KCHA Property is identified as King County Assessor Tax Parcel Number 272505-9014.
- C. Kelsey Creek, a key tributary within the City of Bellevue for salmonid species, flows through both the Park 12 Property and the KCHA Property. The Park 12 Property is located directly north of, and adjacent to, the KCHA Property at the west end of the KCHA Property.
- D. KCHA has received grant funding from each of the King County Flood Control District and the King County WaterWorks program for the purpose of designing, permitting and constructing improvements on the KCHA Property that will reduce flooding, improve safety and restore floodplain and riparian habitat within a portion of Kelsey Creek (the "**Project**"). The Project includes replacing the existing North 14th Street bridge on the KCHA Property with a new, longer span bridge (the "**New Bridge**") which construction work is anticipated to occur during the 2024 summer "fish window," provided all permits for the Project have been received by KCHA.
- E. In connection with the Project, Grantor wishes to convey to KCHA, and KCHA wishes to accept from Grantor, a temporary construction easement over that portion of the Park 12 Property legally described and depicted on Exhibit A (the "**Easement Area**"), for the purpose of aligning the channel, improving the floodplain and riparian habitat, and providing access to construct New Bridge infrastructure.
- F. KCHA desires to temporarily access the Park 12 Property to complete the Restoration Work, as defined below, and Grantor is willing to allow such access, upon the terms and conditions described herein.

AGREEMENT

In consideration of the mutual benefits and obligations set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Grant and Termination of Temporary Construction Easement.** Grantor, for itself, its successors and assigns, grants to KCHA, its agents and contractors a temporary construction easement ("**Temporary Construction Easement**") on and within the Easement Area for the purpose of performing the following activities (collectively, the "**Restoration Work**") and no other purpose:

Construction access; fencing, clearing and grubbing of vegetation and trees, excavation, backfill and re-grading activities; creek channel restoration, ; revegetation of all disturbed areas with approved riparian plantings, and installation of woody material to protect stream bank erosion.

Grantor and KCHA expressly agree that the Temporary Construction Easement granted hereunder shall be temporary in nature and shall terminate automatically upon the earlier of: (i) the date upon which KCHA reaches final project completion; or (ii) eighteen (18) months from the Effective Date of this Agreement.

2. **Certain Obligations.** KCHA shall notify Grantor at least five days prior to commencement of the Restoration Work in order to allow Grantor's representative to be present for periodic monitoring and inspection of the Restoration Work. All Restoration Work shall be performed in good and workmanlike manner and in compliance with all laws. In exercising its rights under this Agreement, KCHA shall erect temporary fences and use all appropriate safety precautions requirements reasonably necessary to protect the persons and property on the Park 12 Property.

3. **Liens.** Neither KCHA nor any licensee, agent, employee or independent contractor of the KCHA shall do or fail to do anything that could cause a charge, lien or encumbrance, including but not limited to any laborer's, mechanic's, vendor's, supplier's or materialman's lien, to attach to or otherwise encumber any part of the Park 12 Property; and KCHA, at its sole cost and expense, shall cause any such lien to be removed from record or appropriately bonded within thirty (30) days after receipt of notice thereof.

4. **Indemnification and Release.** KCHA shall indemnify and hold harmless Grantor (collectively, "Indemnitees") from and against any and all liability, claims, loss, damage, suits, actions, and liens of any kind, including personal injury and damage to property suffered by Grantor caused by or arising out of the exercise of any of the rights granted to KCHA herein; provided, however, that KCHA will not be required to indemnify or hold harmless the Indemnitees for any portion of a claim or liability to the extent caused by the negligence of the Indemnitees. Where such claim, suit or action results from the concurrent negligence of (i) the Indemnitees and (ii) KCHA, the indemnity provisions of this Section 4 shall be valid and enforceable only to the extent of the negligence of the KCHA Parties.

5. **Insurance.** Prior to the commencement of any Restoration Work, KCHA shall furnish Grantor with a certificate of insurance evidencing the following insurance coverage: commercial general liability insurance (CGL) covering the activities of KCHA, its employees, contractors, agents and representatives pursuant to this Agreement with liability limits and coverages as customarily maintained by KCHA, provided such coverage shall include not less than \$1,000,000 combined single limit for death, personal injury, and property damage, per occurrence. Such coverage shall include Grantor as an additional insured and shall be maintained throughout the term of this Agreement. The policy shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days prior written notice by certified mail, return receipt requested, to Grantor. KCHA shall also maintain workers' compensation insurance as required by law.

6. **Successors and Assigns.** The obligations contained herein shall bind the successors and assigns of the parties.

7. **Entire Agreement; Modification.** This Agreement contains the entire agreement between the parties relating to the rights and obligations described herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect without a subsequent modification in writing, signed by both parties. This Agreement may not be amended or modified except in a writing executed by both Grantor and the KCHA.

8. **Governing Law and Venue.** This Agreement shall be governed by and interpreted in accordance with Washington law. Any litigation arising out of or in connection with this Agreement shall be conducted in King County, Washington.

9. **Signatures.** Each person signing below warrants that he/she has the legal authority to execute this Agreement on behalf of the party for whom they are signing.


Grantor:

KCHA:

**PARK 12 BELLEVUE
COMMUNITY ASSOCIATION**

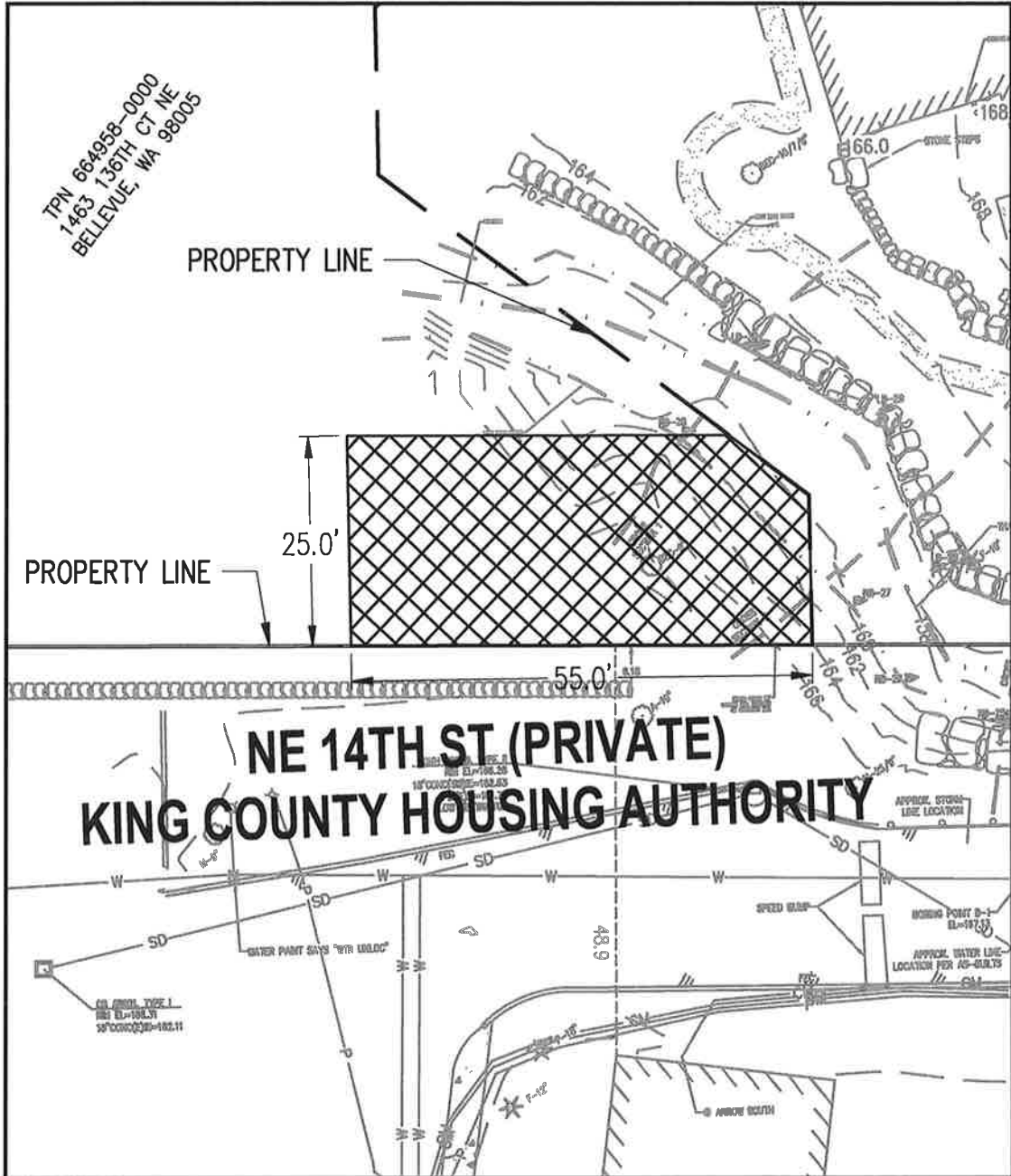
**HOUSING AUTHORITY OF THE
COUNTY OF KING**

Signature: 
Name/Title: Board Member
and President

Signature: 
Name/Title: Tim Walter, Sr. Dir. of Development
and Asset Management

Temporary Construction Easement
EXHIBIT A

Tax Parcel No. 664958-0000



TPN 664958-0000
1463 136TH CT NE
BELLEVUE, WA 98005

NE 14TH ST (PRIVATE)
KING COUNTY HOUSING AUTHORITY

LEGEND:



Temporary Construction Easement

Total Temporary Construction Easement = 1,342 SF

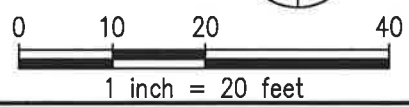
Legal Description

The south 25 feet of the east 55 feet of Parcel 664958-0000, said distances to be measured from the south and east property lines respectively.

Approved:

Initials

Date



**FIRST AMENDMENT TO
TEMPORARY CONSTRUCTION EASEMENT**

This First Amendment to Temporary Construction Easement ("Agreement") is entered into as of 13 MARCH, 2024 between **PARK 12 BELLEVUE COMMUNITY ASSOCIATION**, a Washington homeowners association ("Grantor") and the **HOUSING AUTHORITY OF THE COUNTY OF KING**, a public body corporate and politic under the laws of the State of Washington ("KCHA").

RECITALS

- A. Grantor and KCHA have previously entered into a Temporary Construction Easement dated as of September 8, 2023 ("Original Agreement") allowing KCHA to access a portion of the Park 12 Property for the purpose of constructing New Bridge infrastructure on the KCHA Property and performing certain improvements in and around Kelsey Creek.
- B. KCHA has not yet received all the permits for the Project, including the approval of the U.S. Corps of Engineers, and has therefore decided to extend the proposed construction start date for the Project from summer, 2024 to summer 2025, requiring an extension to the Original Agreement.
- C. All capitalized terms defined in the Original Agreement and used in this Amendment shall have the same definitions assigned to them in the Original Agreement.

AGREEMENT

In consideration of the mutual benefits and obligations set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

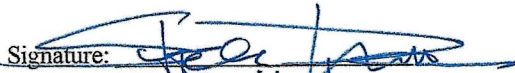
- 1. **Term of Temporary Construction Easement.** Grantor, for itself, its successors and assigns, and KCHA agree that the term of Temporary Construction Easement shall be extended for one (1) year, and shall now terminate automatically upon the earlier of: (i) the date upon which KCHA reaches final project completion; or (ii) thirty (30) months from the Effective Date.
- 2. **Continuing Validity.** Except as expressly amended hereby, all of the terms of the Original Agreement shall remain valid and in full force and effect.
- 3. **Signatures.** Each person signing below warrants that he/she has the legal authority to execute this Agreement on behalf of the party for whom they are signing.


Grantor:

KCHA:

**PARK 12 BELLEVUE
COMMUNITY ASSOCIATION**

**HOUSING AUTHORITY OF THE
COUNTY OF KING**

Signature: 
Name/Title: President

Signature: 
Name/Title: Tim Walter, SVP of Development
and Asset Management

APPENDIX C

Project Name:
Project No. 1: Illahee Apartments Fish Passage and Stream Restoration
Project No. 2: Sandpiper East Bridge Replacements & Stream Restoration Design

Award Number:
4.21.17
4.21.34

**AGREEMENT FOR AWARD OF
FLOOD REDUCTION GRANT FUNDS
BETWEEN HOUSING AUTHORITY OF THE COUNTY OF KING
AND KING COUNTY**

This Agreement is made between King County, a municipal corporation, and the **Housing Authority of the County of King** (“Recipient”) (collectively referred to as the “parties” and in the singular “party”), for the purposes set forth herein. This Agreement shall be in effect from the date of execution to **December 31, 2024**.

Project Contacts:

Contact for King County: Kim Harper, Grant Administrator, 206-477-6079, Kim.harper@kingcounty.gov.

Primary Contact for Recipient: Beth Pearson, 206-574-1162, Bethp@kcha.org.

SECTION 1. RECITALS

- 1.1 Whereas, the King County Flood Control District (“District”) is a quasi-municipal corporation of the State of Washington, authorized to provide funding for flood control and stormwater protection projects and activities; and
- 1.2 Whereas King County is the service provider to the District under the terms of an interlocal agreement ("ILA") by and between King County and the District, dated February 17, 2009, as amended, and as service provider implements the District's annual work program and budget; and
- 1.3 Whereas, on November 12, 2013, the District’s Board of Supervisors passed Resolution FCD2013-14 which established a Flood Reduction Grant Program and criteria for awarding grant funding for projects, and on November 4, 2020, the Board passed Resolution FCD2020-22, which authorized an allocation of \$12,000,000 from the District’s 2021 budget to fund flood reduction projects; and
- 1.4 Whereas, on September 14, 2021 the District’s Board of Supervisors passed Resolution FCD2021-10, which approved the flood reduction projects described in Attachment A to that Resolution; and
- 1.5 Whereas, in accordance with the terms of these Resolutions, and in its capacity as service provider to the District, King County has established policies and procedures for administering the flood reduction grant program, a copy (updated September 2021) of which has been furnished to Recipient and which is incorporated herein by this reference (hereinafter “Grant Policies and Procedures”); and

Project Name:

Project No. 1: Illahee Apartments Fish Passage and Stream Restoration
Project No. 2: Sandpiper East Bridge Replacements & Stream Restoration Design

Award Number:

4.21.17
4.21.34

- 1.6 Whereas, the Recipient submitted an application to receive funds for projects to be funded by the Flood Reduction Grant Program; and
- 1.7 Whereas the District’s Board of Supervisors approved funding of Recipient’s application for the projects (“Projects”), as described in Attachment A to Resolution FCD2021-10 in the amount of **\$590,000** (“Award”) as follows: \$225,000 for the Project titled “Illahee Apartments Fish Passage and Stream Restoration”, and \$365,000 for the Project titled “Sandpiper East Bridge Replacements & Stream Restoration Design”; and
- 1.8 Whereas King County has received a Scope of Work and a Budget for the Projects from the Recipient and has determined that the Scopes of Work, attached hereto and incorporated herein as Exhibit B-1 and B-2, collectively referred to as “Scopes of Work”, and the Budgets, attached hereto and incorporated herein as Exhibit C (“Budgets”), are consistent with the Grant Policies and Procedures, the Recipient’s applications for the Projects, and the Resolution approving funding for the Projects; and
- 1.9 Whereas, King County and the Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions under which King County will provide funding from the District in accordance with Resolution FCD2021-10, and the Grant Policies and Procedures, and under which the Recipient will implement the Projects.

SECTION 2. AGREEMENT

- 2.1. The Recitals are an integral part of this Agreement and are incorporated herein by this reference.
- 2.2. King County agrees to pay the Award amount to Recipient in the total amount of **\$590,000** from District funds. The Award shall be used by the Recipient solely for the performance of the Projects, as described in Exhibit A to this Agreement. Exhibit A, attached hereto and incorporated herein by this reference, contains a description of the Projects as described in Attachment A to Resolution FCD2021-10. King County shall pay the Recipient in accordance with the terms of the Grant Policies and Procedures.
- 2.3. The Recipient represents and warrants that it will only use the Award for the Scope of Work of this Agreement and in accordance with the Project Budgets. The Recipient shall be required to refund to King County that portion of the Award which is used for work or tasks not included in the Scopes of Work. Further, the Recipient agrees that King County may retain any portion of the Award that is not expended or remains after completion of the Scopes of Work and issuance of the Final Reports, as further described below.
- 2.4. Activities carried out for these Projects and expenses incurred by the Recipient may predate the execution date of this Agreement provided that 1) they have been identified

Project Name:

Project No. 1: Illahee Apartments Fish Passage and Stream Restoration
Project No. 2: Sandpiper East Bridge Replacements & Stream Restoration Design

Award Number:

4.21.17
4.21.34

by Recipient as being within the scopes of numbers 2) and 3) below, and have been approved by King County as being within such scopes; 2) the activities are specified in the Scopes of Work of this Agreement; 3) the expenses are incurred in carrying out the Scope of Work and are authorized by the Award as identified in the Budgets of this Agreement; 4) the activities occur after the District passes a resolution approving an award for the Projects; 5) such activities and expenses otherwise comply with all other terms of this Agreement; and 6) reimbursements shall be paid to the Recipient only after this Agreement has been fully executed.

- 2.5. The Recipient shall invoice King County for incurred expenses for each Project using the Request for Payment form and Progress Report form for those documented and allowable expenses identified in the Budgets and according to the rules set forth in the Grant Policies and Procedures. Blank forms shall be provided to the Recipient by King County upon execution of this Agreement. Progress reports for each Project (with or without requests for payment) shall be made no less frequently than every six months after the effective date of this Agreement nor more frequently than every three months after the aforementioned date. A Progress Report form shall be submitted with all payment requests. A one-time advance of no more than 25% of the Award amount may be allowed, in the discretion of King County, for expenses anticipated to be incurred in the three months following the date of submission of the advance Request for Payment only for work that is included in the Scopes of Work of this Agreement, and identified as such in the Request for Payment. Documentation of payments made from the advance payment shall be submitted to King County prior to any further requests for payment.
- 2.6. The Recipient shall be required to submit to King County a final report for each Project which documents the Recipient's completion of the work in conformance with the terms of this Agreement within thirty (30) days after the completion of the work. The final reports may be submitted on the Final Report form unless a more detailed final report is specified in the scopes of work. A blank form shall be provided to the Recipient by King County upon execution of this Agreement. Each final report shall include a summary of each Project's successes and shall address the flood reduction benefits accomplished by the work.
- 2.7. The Recipient's expenditures of Award funds shall be separately identified in the Recipient's accounting records. If requested, the Recipient shall comply with other reasonable requests made by King County with respect to the manner in which Project expenditures are tracked and accounted for in the Recipient's accounting books and records. The Recipient shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles as further described in Section 2.8 below, and to meet the requirements of all applicable state and federal laws.
- 2.8. The Recipient shall be required to track project expenses using the Budget Accounting and Reporting System for the State of Washington ("BARS") or Generally Accepted

Project Name:

Project No. 1: Illahee Apartments Fish Passage and Stream Restoration
Project No. 2: Sandpiper East Bridge Replacements & Stream Restoration Design

Award Number:

4.21.17
4.21.34

Accounting Principles set forth by the Financial Accounting Standards Board or by the Governmental Accounting Standards Board.

- 2.9. King County or its representative, and the District or its representative, shall have the right from time to time, at reasonable intervals, to audit the Recipient's books and records in order to verify compliance with the terms of this Agreement. The Recipient shall cooperate with King County and the District in any such audit.
- 2.10. The Recipient shall retain all accounting records and project files relating to this Agreement in accordance with criteria established by the Washington State Archivist Local Government Common Records Retention Schedule (CORE) as revised.
- 2.11. The Recipient shall ensure that all work performed by its employees, agents, contractors or subcontractors is performed in a manner which protects and safeguards the environment and natural resources and which is in compliance with local, state and federal laws and regulations. The Recipient shall implement an appropriate monitoring system or program to ensure compliance with this provision.
- 2.12. The Recipient agrees to indemnify, defend and hold harmless King County, and the District, their elected or appointed officials, employees and agents, from all claims, alleged liability, damages, losses to or death of person or damage to property arising out of any acts or omissions of the Recipient, its employees, agents, contractors or subcontractors in performing its obligations under the terms of this Agreement.
- 2.13. The Recipient agrees to acknowledge the District as a source of funding for the Projects on all literature, signage or press releases related to the Project. The Recipient may obtain from King County a District logo that may be used in the acknowledgement.

SECTION 3. GENERAL PROVISIONS

- 3.1. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 3.2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No prior or contemporaneous representation, inducement, promise or agreement between or among the parties which relate to the subject matter hereof which are not embodied in this Agreement shall be of any force or effect.
- 3.3. No amendment to this Agreement shall be binding on any of the parties unless such amendment is in writing and is executed by the parties. The parties contemplate that this Agreement may from time to time be modified by written amendment which shall be executed by duly authorized representatives of the parties and attached to this Agreement.

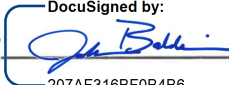
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4.21.17
4.21.34

- 3.4. Each party warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.
- 3.5. The Projects shall be completed by no later than **December 31, 2024**. In the event that the Projects are not completed by this date, King County has the discretion, but not the obligation, to terminate this Agreement and retain any unexpended Award funds.
- 3.6. This Agreement may be signed in multiple counterparts.
- 3.7. If any provision of this Agreement shall be wholly or partially invalid or unenforceable under applicable law, such provision will be ineffective to that extent only, without in any way affecting the remaining parts or provision of this Agreement, and the remaining provisions of this Agreement shall continue to be in effect.
- 3.8. The amount of the Award has been fully funded by the District. To the extent that funding of the Award requires future appropriations by the District, King County's obligations are contingent upon the appropriation of sufficient funds by the Board of Supervisors of the District to complete the Scope of Work. If no such appropriation is made, this Agreement will terminate at the close of the appropriation year for which the last appropriation that provides funds under this Agreement was made.

KING COUNTY:

HOUSING AUTHORITY OF THE COUNTY OF KING:

DocuSigned by:
By 
207AF316BF0B4B6...

By 

Name Josh Baldi

Name Daniel R Watson

Title Division Director, WLRD, DNRP

Title Deputy Executive Director

Date 10/29/2021

Date October 26, 2021

Project Name:
 Project No. 1: Illahee Apartments Fish Passage and Stream Restoration
 Project No. 2: Sandpiper East Bridge Replacements & Stream Restoration Design

Award Number:
 4.21.17
 4.21.34

EXHIBIT A: PROJECT DESCRIPTION

PROJECT NAME	RECIPIENT	DESCRIPTION	LEVERAGE	AWARD
Illahee Apartments Fish Passage and Stream Restoration	Housing Authority of County of King	Remove and replace two undersized fish barrier culverts on Kelsey Creek, which are located at the east and west boundaries of Illahee Apartments, a low income residential community. The two culverts run under the property's main access road and result in periodic seasonal flooding of the road, riverbanks and two residential buildings. The project will take a multi-benefit approach to reduce flood risk and potential roadway hazard and to improve habitat within Kelsey Creek by removing the two fish barriers, expanding flood capacity, restoring floodplain connectivity, treating stormwater and adding Large Woody Material and native riparian plantings.	\$70,000	\$225,000
Sandpiper East Bridge Replacements & Stream Restoration Design		Restore two failing roadway bridges and a damaged public sewer line crossing over Kelsey Creek at the Sandpiper East Apartments, an affordable housing development. The bridge replacements and associated riparian habitat restoration would prevent further subsidence and scouring of the existing pipe arch bridge foundations that could lead to failure of the sewer line running under the 13th Street bridge as well as eventual collapse of the bridges, resulting in flooding, downstream water quality impacts and loss of vital infrastructure to this development, including access to six multifamily buildings.	\$90,000	\$365,000
TOTALS			\$160,000	\$590,000

EXHIBIT B-1: Scope of Work for Illahee Apartments Fish Passage and Stream Restoration

TASKS	ACTIVITIES AND DELIVERABLES	APPROX. PERCENT OF AWARD	MONTH/YEAR TASK WILL BE COMPLETED
Task 1: Project Administration (Required task)	Submit reimbursement request forms, backup documentation for billing, and progress reports at least every 6 months. Submit a Fiscal Closeout form and a Closeout Report form with the final reimbursement request.	2%	Through grant closeout
Task 2: Permit Design (Phase 1A)	Consultant will complete tasks to develop the project through preliminary design (30% design), develop and submit permit applications and refine design to 60% to facilitate permitting.	58%	June 2022
Task 3: Final Design and Bid set (Phase 1B)	Consultant will complete a number of tasks to produce a Final Design (Ad-Ready) set and 2 bid packages.	40%	Dec 2022

Project Name:
 Project No. 1: Illahee Apartments Fish Passage and Stream Restoration
 Project No. 2: Sandpiper East Bridge Replacements & Stream Restoration Design

Award Number:
 4.21.17
 4.21.34

TASKS	ACTIVITIES AND DELIVERABLES	APPROX. PERCENT OF AWARD	MONTH/YEAR TASK WILL BE COMPLETED
Task 4: Phase 2 Construction	Contractor will construct improvements to fulfill Phase 2 project objectives of construction of the western culvert, floodplain expansion, stormwater retrofits, and habitat improvements.	N/A	December 2023
Task 5: Phase 3 Construction	Contractor will construct improvements to fulfill Phase 3 project objectives of construction of the eastern culvert and replacement of the pedestrian bridge.	N/A	December 2024

EXHIBIT B-2: Scope of Work for Sandpiper East Bridge Replacements & Stream Restoration Design

TASKS	ACTIVITIES AND DELIVERABLES	APPROX. PERCENT OF AWARD	MONTH/YEAR TASK WILL BE COMPLETED
Task 1: Project Administration (Required task)	Submit reimbursement request forms, backup documentation for billing, and progress reports at least every 6 months. Submit a Fiscal Closeout form and a Closeout Report form with the final reimbursement request.	2%	May 2022
Task 2: 60% Design and draft permits	60% design - Consultant will complete a number of tasks to produce a 60% design set and prepare and submit the permit application package and acquire permits (as needed)	58%	May 2022
Task 3: Final Design and Permitting	Consultant will complete tasks to develop Final Design (Ad-ready) Construction docs and bid packages (as needed)	40%	February 2023

EXHIBIT C: BUDGETS

Budget Item	Grant Award Amount		
	Illahae Apartments Fish Passage and Stream Restoration	Sandpiper East Bridge Replacements & Stream Restoration Design	Totals
Commercial Services	\$225,000	\$360,000	\$585,000
Other (Permit Review Fees)		\$5,000	\$5,000
Total	\$225,000	\$365,000	\$590,000



2021 WaterWorks Grant Program Grant Agreement Cover Page

Grant Cycle: 2021 WaterWorks Council Allocated

Recipient: King County Housing Authority
Project Name: Illahee Fish Passage Barrier Removal & Sandpiper East Bridge Replacements

Funding Amount: \$159,500.00
Project Summary: This award is part of larger project that will replace 2 undersized fish barrier culverts on Kelsey Creek at the Illahee Apartments and restore 2 failing roadway bridges at the Sandpiper East Apartments. The WaterWorks portion will fund portions of the cost of design and permitting. Both sites are affordable residential communities. The project's multi-benefit approach will reduce flood risk, improve stormwater management, and improve habitat within Kelsey Creek in Bellevue.

Primary Contact: Beth Pearson
Phone: 206-574-1100
Email: bethp@kcha.org

Start Date: 12/20/2021
End Date: 10/31/2024

WaterWorks Grant Program Grant Agreement

AGREEMENT between King County Housing Authority and KING COUNTY

This is an Agreement between **King County Housing Authority**, hereinafter the “RECIPIENT” and King County, a political subdivision of the state of Washington, hereinafter the “COUNTY.” **This Agreement is effective as of the date of the COUNTY signatory.**

The purpose of this Agreement is to set forth the terms, conditions, and the legal and administrative relations that apply to the RECIPIENT in exchange for financial assistance in carrying out a proposed project entitled **Illahee Fish Passage Barrier Removal & Sandpiper East Bridge Replacements**, hereinafter the “PROJECT.”

Section 1. Background and Recitals:

- A. Proposed PROJECT benefit or improvement to water quality and/or the regional wastewater treatment system and its ratepayers: This award is part of larger project that will replace 2 undersized fish barrier culverts on Kelsey Creek at the Illahee Apartments and restore 2 failing roadway bridges at the Sandpiper East Apartments. The WaterWorks portion will fund the cost of design and permitting for stormwater treatment systems at one or both projects. Both sites are affordable residential communities. The project's multi-benefit approach will reduce flood risk and also improve habitat within Kelsey Creek in Bellevue.
- B. The COUNTY plans and proposes to remunerate the RECIPIENT for the purpose described in Subsection A above in an amount up to, but not exceeding **\$159,500.00**, hereinafter the “AWARD.”
- C. This AWARD is made with the understanding that the RECIPIENT will complete the PROJECT as outlined in the Scope of Work (Exhibit A) and will fulfill reporting requirements as described under the Terms and Conditions of this Agreement.
- D. The RECIPIENT plans to contribute to this PROJECT a cash and/or in-kind match valued at **\$16,000.00**, to be verified in submitted PROJECT reports.

Section 2. Terms and Conditions:

- A. The PROJECT shall be in accordance with the tasks and activities specified in the Scope of Work (Exhibit A). Any modifications must be requested in an Agreement Amendment

and be approved by the Director of the Wastewater Treatment Division (WTD) in the COUNTY's Department of Natural Resources and Parks.

- B. The COUNTY will, upon execution of this Agreement, establish procedures to allow payment to the RECIPIENT of all eligible expenses for approved activities up to the limit of the AWARD. Payments are on a reimbursement basis; except in some cases at the discretion of the COUNTY, where advances of the AWARD may be made. For all projects, the last payment will be withheld by the COUNTY until the final Quarterly Progress and Expense Reports and the Closeout Report are approved.
- C. The RECIPIENT's expenditures of AWARD funds shall be separately identified in the RECIPIENT's accounting records. If requested, the RECIPIENT shall comply with other reasonable requests made by the COUNTY with respect to the manner in which PROJECT expenditures are tracked and accounted for in the RECIPIENT's accounting books and records. The RECIPIENT shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles, and to meet the requirements of all applicable state and federal laws.
- D. The COUNTY will reimburse RECIPIENT for expenses on a quarterly basis, following receipt and approval of Quarterly Progress and Expense Reports. The final payment will be held back until a close-out verifies fiscal and programmatic compliance with the terms and conditions of the agreement.
 - 1. The RECIPIENT shall be responsible for submitting the following PROJECT progress reports: Quarterly Progress and Expense Reports and the Final Narrative and Financial Closeout Report; including backup documentation such as photos, copies of reports, and financial backup such as accounting software reports, copies of receipts.
 - 2. Quarterly Progress and Expense Reports shall be submitted through the online system using the provided format and following instructions from WaterWorks grant administrators.
 - a. The Quarterly Progress and Expense Reports are due thirty (30) days after the end of each quarter.
 - b. If no expenses are made or no activities are conducted during a quarter, the form should still be submitted.
 - c. The expense section should detail expenses and include backup documentation of expenses. The narrative section should include documentation proving the project activities took place, such as photos, workshop agenda, volunteer sign in sheets, etc.

3. RECIPIENTS that receive approval for advance payments shall submit a request with an estimate of expenses for upcoming activities in the next two quarters, using the form provided. Subsequent advance requests may only be approved if the RECIPIENT is up to date with reporting. Advances may be paid up to 90% of the total award, the remainder may be withheld until the Final Report has been submitted.
 4. The Final Narrative and Financial Closeout Report shall be submitted online using the provided format and following instructions from the WaterWorks grant administrator and will include closeout documentation.
 - a. The Closeout Report is due thirty (30) days after the end date of the PROJECT.
- E. Failure to submit the a forementioned Quarterly Report on the PROJECT progress within ninety (90) days of the due date may be cause for the COUNTY to terminate this agreement for non-performance. Termination would require the return of any funds advanced but not already spent executing the PROJECT, as well as forfeiture of AWARD funds for activities not completed by termination date.
- F. Failure to provide all of the aforementioned documentation may result in the need to withhold part or all of the AWARD.
- G. Costs eligible for payment shall be limited to those costs identified in the Budget (Exhibit B) and incurred during the effective dates of this Agreement.
- H. Any and all activities to be funded by this Agreement to the RECIPIENT shall be completed by the **10/31/2024**. If needed, an Agreement Amendment may be granted to extend the terms of the contract beyond the end date, adjust the scope of work, or change the budget details (but not increase the total AWARD amount), conditioned upon approval by KING COUNTY. The extension must be requested and approved at least sixty (60) days in advance of the original end date.
- I. The RECIPIENT agrees to acknowledge the COUNTY in all media, publications, and signage that are produced as part of the PROJECT. This includes press releases, public service announcements, posters, flyers, signage, Web pages, blogs, and videos. The RECIPIENT will use the wording provided in Exhibit C of this Agreement (Credit and Disclaimers).

Section 3. Legal and Administrative Relations:

- A. The RECIPIENT shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles and to meet the requirements of all applicable state and federal laws. The RECIPIENT shall maintain and submit to the COUNTY any such records as the COUNTY may require to conduct any audit of the

PROJECT it may elect to conduct or to substantiate expenditures paid for by this AWARD. The RECIPIENT shall maintain and retain books and records related to the Agreement for at least three (3) years after the termination of said Agreement.

- B. The COUNTY's financial assistance to the RECIPIENT shall be construed by the parties as a special disbursement to the RECIPIENT to fund activities, as described herein that generally benefit the COUNTY's efforts to leverage or complement the water quality mission of the regional wastewater system. The COUNTY's sole obligation under this agreement shall be to provide funds to the RECIPIENT and this agreement shall not be construed as a contract for services between the RECIPIENT and the COUNTY, or as establishing a principal agent relationship between the COUNTY and the RECIPIENT. No joint venture or partnership is formed as a result of this Agreement.
- C. The RECIPIENT shall be solely responsible for the recruiting, training, and supervision of its employees and volunteers. Individuals hired and paid by the RECIPIENT shall not, in any event, be construed to be employees of, or contractors to, the COUNTY and the RECIPIENT shall defend, indemnify and hold harmless the COUNTY from any and all claims arising from any contention that said individuals are employees of, or contractors to, the COUNTY. This condition shall survive the termination of this Agreement. All actions undertaken under the funding provided by the terms of this agreement are, as between the COUNTY and the RECIPIENT, the sole responsibility of the RECIPIENT. No employees, agents, volunteers, or contractors of RECIPIENT shall be deemed, or represent themselves, to be employees of the COUNTY.
- D. RECIPIENT agrees for itself, its successors, assigns or by others including, without limitation, all persons directly or indirectly employed by RECIPIENT, or any agents, contractors, subcontractors, consultants, subconsultants, volunteers, licensees or invitees of RECIPIENT, to defend, indemnify, and hold harmless the COUNTY, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to RECIPIENT's exercise of rights, privileges, and obligations under this Agreement, except for the COUNTY's sole negligence. RECIPIENT's obligations under this section shall include, but not be limited to all of the following: (i) The duty to promptly accept tender of defense and provide defense to the COUNTY with legal counsel acceptable to the COUNTY at RECIPIENT's own expense; (ii) Indemnification of claims made by RECIPIENT's own employees or agents; and (iii) Waiver of RECIPIENT's immunity under the industrial insurance provisions of Title 51 R.C.W. but only to the extent necessary to indemnify the COUNTY, which waiver has been mutually negotiated by the Parties.

In the event it is necessary for the COUNTY to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from RECIPIENT. The provisions of this Section 3.D shall survive the expiration, abandonment, or termination of this Agreement.

- E. Nothing in this Agreement shall be construed as prohibiting the RECIPIENT from undertaking or assisting projects developed outside the purview of this Agreement, or entering into agreements with other parties to undertake said projects in accordance with whatever terms and conditions may be agreed to between the RECIPIENT and other parties.
- F. The COUNTY shall be under no obligation to continue this agreement and may request partial or full reimbursement of payments it made to the RECIPIENT should the RECIPIENT fail to perform according to the terms and conditions of this Agreement, whether or not failure to perform is within the RECIPIENT's control.
- G. This Agreement may be amended at any time by written concurrence of the parties through a formalized Amendment Agreement Form and will terminate upon fulfillment of all obligations contained herein.
- H. The COUNTY may terminate this Agreement immediately for cause. If this Agreement is terminated the RECIPIENT shall return any unused portion of the funds advanced up to the date of termination.
- I. Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.
- J. In its performance under this Agreement the RECIPIENT shall not discriminate against any person on the basis of sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression, age except by minimum age, and retirement provisions, unless based upon a bona fide occupational qualification, and the RECIPIENT shall not violate any of the terms of chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination in employment.
- K. Authority: Representations and Warranties. Each signatory to this Agreement represents and warrants that he or she has full power and authority to execute and deliver this Agreement on behalf of the entity for whom he or she is signing.
- L. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

M. The effective date of this agreement is the date of COUNTY signatory.

AGREEMENT SIGNATURE PAGE

King County Housing Authority by:

Signature:  _____
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Daniel Watson, Interim Executive Director

Date: 12/17/2021

KING COUNTY by:

Signature:  _____
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Jim Bolger, Section Manager, Wastewater Treatment Division

Date: 12/20/2021

EXHIBIT A: SCOPE OF WORK

The task(s) set forth below summarize the RECIPIENT's activities to be performed under this agreement to complete the PROJECT. All activities in the following tasks, including deliverables, must be completed by the expiration date of this agreement unless otherwise modified through an Agreement Amendment Form and approved by the COUNTY in writing.

Any work performed or costs incurred prior to the effective date of this agreement will be at the sole expense of the RECIPIENT.

Scope of Work:

Task #	Tasks and Activities	Measurable Results/Deliverables	Timeframe
1	Geotechnical Engineering Services (both projects)	Deliver final report with geotechnical recommendations based on existing soil and groundwater conditions for design and construction of projects (includes surface water runoff, storm water infrastructure, creek flow channelization and riparian improvements)	February-March 2022
2	Critical Areas Baseline Investigations (both sites)	Deliver reports identifying critical areas (e.g. ordinary high water, wetland limits and bankfull width cross sections)	Feb-July 2022
3	Supplemental critical areas field survey for stormwater treatment facilities (Illahee)	Deliver updated or supplemental basemap survey after the environmental critical areas have been flagged to support design of stormwater quality treatment facilities.	April-June 2022
4	Prelim Stormwater Design and Report (Illahee)	Prepare schematic design set; prepare and submit permit set for storm water quality treatment facilities treating driveway and parking lot runoff entering Kelsey Creek. Adhere to Washington State Department of Ecology standards for stormwater treatment.	March 2022-Oct 2024
5	Habitat Restoration – Prelim Planting Plans (Illahee)	Excavate 2,000 cy yards of floodplain fill and 500 cy of rip rap for stream channel restoration. Install large woody material and plant ½ acre of native trees and shrubs to improve water quality, instream habitat and restore riparian functions.	March 2022-Oct 2024
6	Prelim Community Plan (both projects):	Develop education plan for resident outreach at each site, to include written updates (with translation) and meetings	March 2022-Oct 2024

EXHIBIT B: BUDGET

Costs are limited to those approved by the COUNTY in the current Budget. Costs should be reasonable and necessary to carry out the task. All activities and PROJECT expenditures must be completed according to this agreement unless otherwise modified through an Agreement Amendment Form and approved by the COUNTY in writing.

Any work performed or costs incurred prior to the effective date of this agreement will be at the sole expense of the RECIPIENT.

An Agreement Amendment must be completed and approved to change a scope of work, request an extension, or if the budget expenditure category might deviate more than ten percent (10% of award total) for projects over \$50,000; OR for projects less than or equal to \$50,000, if the change is greater than \$5,000. For more information, contact your grant administrator.

BUDGET CATEGORY	ITEMS: Description (rate/unit x quantity = total)	WaterWorks Grant Funding Request	CASH MATCH	IN-KIND MATCH	CATEGORY SUBTOTAL (Award + Match)	SOURCE OF MATCH (indicate if pending or secured)
Staff salaries & benefits	Prelim Community Engagement Plan (\$40/Hr X 125 hrs + \$80/hr X 62.5 hrs)	\$0.00		\$10,000.00	\$10,000.00	Internal Admin Funds
Staff salaries & benefits (using billing or fully burdened rates)					\$0.00	
Consultant/contractor services	Prelim Community Engagement Plan	\$15,000.00	\$6,000.00		\$21,000.00	\$6000 from KC Flood Control District - secured
Consultant/contractor services	Geotechnical Engineering	\$74,900.00			\$74,900.00	
Consultant/contractor services	Critical Areas Baseline Investigations	\$25,000.00			\$25,000.00	
Consultant/contractor services	Supplemental critical areas Field survey	\$6,500.00			\$6,500.00	
Consultant/contractor services	Prelim Stormwater Design and Stormwater Report	\$23,100.00			\$23,100.00	
Consultant/contractor services	Habitat Restoration-Prelim Planting plans	\$14,500.00			\$14,500.00	
Transportation					\$0.00	
Other costs					\$0.00	
Project Subtotal		\$159,000.00	\$6,000.00	\$10,000.00	\$175,000.00	
Overhead					\$0.00	
Grand TOTAL		\$159,000.00	\$6,000.00	\$10,000.00	\$175,000.00	

EXHIBIT C: ACKNOWLEDGEMENTS AND DISCLAIMERS



King County

Department of Natural Resources and Parks
Wastewater Treatment Division

Logo and logo standards: For electronic versions of the official logos and logo standards, contact your grant administrator. **The above logo must be included on all printed documents and electronic media** produced in carrying out the PROJECT. This includes signage, posters, documents, brochures, flyers, newsletters, newspaper advertising, Web pages, blogs, and videos.

Credit for materials produced as part of the PROJECT: Acknowledge PROJECT funding by including the following sentence with the logo:

This project is funded by the King County Wastewater Treatment Division

If your PROJECT has multiple funders, it can say:

This project is funded in part by the King County Wastewater Treatment Division

Disclaimer language: For items where opinions or advice or a list of organizations or businesses are included in the copy (e.g., an interpretive panel, a guidebook, or a directory), please add the following disclaimer sentence:

The content herein does not constitute an endorsement by King County government, its employees, or its elected and appointed officials.

EXHIBIT D: AGREEMENT TERMS AND PROCEDURES

ACKNOWLEDGMENT: Please acknowledge KING COUNTY in all written and electronic media (publications, signage, press releases, public service announcements, posters, flyers, Web pages, videos, PowerPoint presentations, etc.). Refer to Exhibit C for further information.

ADVANCE: Advance payments are allowed in some cases at the discretion of the COUNTY; documentation of payments made from advances shall be submitted to the COUNTY and approved prior to any further payments of AWARD funds.

AGREEMENT AMENDMENT: This document must be completed and approved to change a scope of work, request an extension, or if the budget (Exhibit B) might deviate in any PROJECT cost categories by an amount equal to or greater than ten percent (10%) of the total AWARD amount if the award is greater than \$50,000, OR if the budget may deviate more than \$5,000 for projects less than \$50,000. This form is available from your grant administrator.

BALANCE OF AWARD: Any amount of your AWARD not spent on this PROJECT, or not documented with approved backup documentation, must be returned to KING COUNTY, if an advance was issued.

CLOSEOUT REPORT: This report documents the successful completion of the PROJECT according to the scope of work. The Closeout Report is due thirty (30) days after the end of your agreement period and must be submitted online, following instructions from the WaterWorks grant administrator. This includes two sections:

1. Financial Closeout documenting the records of expenditures for the PROJECT (reconcile your project expenses, award, cash, and in-kind match).
2. Narrative Closeout documenting the successful completion of the PROJECT according to the scope of work. The final report will include a narrative, outreach materials, copies of communication materials, and tools created for and about the PROJECT.

ELIGIBLE CHARGES: Only expenses in the categories listed in the budget (Exhibit B) of this grant agreement can be covered by this AWARD and only up to the indicated amount without prior authorization.

END DATE: The end of the time period to complete activities funded by this agreement. Any activities or expenses incurred after this date cannot be reimbursed or covered by this agreement.

FINANCIAL RECORDS: Maintain a record of your expenditures to conform to generally accepted accounting principles. Retain records for at least three (3) years after the end date of your agreement. It is highly recommended that if you use a computer to track your project expenses you assign a code to this grant. If you keep track of your expenses manually, you will need to make copies of your receipts or other “manual” documents. This way, you will be able to document your expenses.

MATCH: Keep track of cash and/or in-kind match amount as it is described in your budget (Exhibit B) because it must be documented in your Financial Closeout Report.

MILESTONE: Milestones are considered significant actions or events marking important progress or change in the stage of development of the project.

QUARTERLY REPORTS: This report includes two sections; a progress section that provides a status report on the progress of activities and tasks identified in the scope of work; and an expense section for reimbursement of costs each quarter. The quarterly reports are due thirty (30) days after the end of each quarter. Quarterly reports must be submitted even if no work was completed towards tasks or if no expenses were incurred during the quarter.

SCOPE OF WORK: Keep track of your activities as they relate to the scope of work you provided (Exhibit A). You will have to document the progress when submitting your Quarterly Reports and Closeout Report.

START DATE: The start date of this agreement (same as effective date) is the date of the COUNTY signatory. Expenses can be posted as of the start date of your agreement but not sooner. Any work performed or costs incurred prior to the effective date of this agreement will be at the sole expense of the RECIPIENT.

EXHIBIT E: FUNDING AUTHORITY

The funding authority for this AWARD comes from the COUNTY, through its Department of Natural Resources and Parks, which operates a regional system of sewage treatment and conveyance facilities for which it collects charges from local governments. Said charges constitute the source of revenue for operation of the COUNTY's sewage treatment system. By agreement with said local governments, this revenue can be used only to fund expenditures that are related to the development, operation, maintenance, and replacement and improvement of said system. By budget authority, the COUNTY funds activities related to the regional water quality objectives advanced by the development of the sewage treatment system.

Project Name:	Award Number:
Project No. 1: Illahee Apartments Fish Passage Barrier Removal and Stream Restoration 2022	4.22.28
Project No. 2: Sandpiper East Bridge Replacements & Stream Restoration 2022	4.22.41

**AGREEMENT FOR AWARD OF
FLOOD REDUCTION GRANT FUNDS
BETWEEN HOUSING AUTHORITY OF THE COUNTY OF KING
AND KING COUNTY**

This Agreement is made between King County, a municipal corporation, and the **Housing Authority of the County of King**, a municipal corporation (“Recipient”) (collectively referred to as the “parties” and in the singular “party”), for the purposes set forth herein. This Agreement shall be in effect from the date of execution to **December 31, 2025**.

Project Contacts:

Contact for King County: Kim Harper, Grant Administrator, 206-477-6079,
Kim.harper@kingcounty.gov.

Primary Contacts for Recipient: Beth Pearson, 206-574-1162, Bethp@kcha.org, or John Eliason, 205-574-1196, JohnE@kcha.org.

SECTION 1. RECITALS

- 1.1 Whereas, the King County Flood Control District (“District”) is a quasi-municipal corporation of the State of Washington, authorized to provide funding for flood control and stormwater protection projects and activities; and
- 1.2 Whereas King County is the service provider to the District under the terms of an interlocal agreement ("ILA") by and between King County and the District, dated February 17, 2009, as amended, and as service provider implements the District's annual work program and budget; and
- 1.3 Whereas, on November 12, 2013, the District’s Board of Supervisors passed Resolution FCD2013-14 which established a Flood Reduction Grant Program and criteria for awarding grant funding for projects, and on November 9, 2021, the Board passed Resolution FCD2021-12, which authorized an allocation of \$12,000,000 from the District’s 2022 budget to fund flood reduction projects; and
- 1.4 Whereas, on October 11, 2022, the District’s Board of Supervisors passed Resolution FCD2022-12, which approved the flood reduction projects described in Attachment A to that Resolution; and
- 1.5 Whereas, in accordance with the terms of these Resolutions, and in its capacity as service provider to the District, King County has established policies and procedures for administering the flood reduction grant program, a copy of which has been furnished to Recipient and which is incorporated herein by this reference (hereinafter “Grant Policies

Project Name:	Award Number:
Project No. 1: Illahee Apartments Fish Passage Barrier Removal and Stream Restoration 2022	4.22.28
Project No. 2: Sandpiper East Bridge Replacements & Stream Restoration 2022	4.22.41

and Procedures”); and

- 1.6 Whereas, the Recipient submitted an application to receive funds for projects to be funded by the Flood Reduction Grant Program; and
- 1.7 Whereas the District’s Board of Supervisors approved funding of Recipient’s application for the projects (“Projects”), as described in Attachment A to Resolution FCD2022-12 in the amount of **\$1,470,000** (“Award”) as follows: \$220,000 for the Project titled “Illahee Apartments Fish Passage Barrier Removal and Stream Restoration 2022”, and \$1,250,000 for the Project titled “Sandpiper East Bridge Replacements & Stream Restoration 2022”; and
- 1.8 Whereas King County has received a Scope of Work and a Budget for the Project from the Recipient and has determined that the Scopes of Work, attached hereto and incorporated herein as Exhibit B-1 and B-2, collectively referred to as “Scopes of Work”, and the Budgets, attached hereto and incorporated herein as Exhibit C (“Budget”), are consistent with the Grant Policies and Procedures, the Recipient’s application for the Project, and the Resolution approving funding for the Project; and
- 1.9 Whereas, King County and the Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions under which King County will provide funding from the District in accordance with Resolution FCD2022-12, and the Grant Policies and Procedures, and under which the Recipient will implement the Projects.

SECTION 2. AGREEMENT

- 2.1. The Recitals are an integral part of this Agreement and are incorporated herein by this reference.
- 2.2. King County agrees to pay the Award amount to Recipient in the total amount of **\$1,470,000** from District funds. The Award shall be used by the Recipient solely for the performance of the Projects, as described in Exhibit A to this Agreement. Exhibit A, attached hereto and incorporated herein by this reference, contains a description of the Projects as described in Attachment A to Resolution FCD2022-12. King County shall pay the Recipient in accordance with the terms of the Grant Policies and Procedures.
- 2.3. The Recipient represents and warrants that it will only use the Award for the Scope of Work of this Agreement and in accordance with the Project Budgets. The Recipient shall be required to refund to King County that portion of the Award which is used for work or tasks not included in the Scopes of Work. Further, the Recipient agrees that King County may retain any portion of the Award that is not expended or remains after completion of the Scopes of Work and issuance of the Final Reports, as further described below.

Project Name:	Award Number:
Project No. 1: Illahee Apartments Fish Passage Barrier Removal and Stream Restoration 2022	4.22.28
Project No. 2: Sandpiper East Bridge Replacements & Stream Restoration 2022	4.22.41

- 2.4. Activities carried out for these Projects and expenses incurred by the Recipient may predate the execution date of this Agreement provided that 1) they have been identified by Recipient as being within the scopes of numbers 2) and 3) below, and have been approved by King County as being within such scopes; 2) the activities are specified in the Scopes of Work of this Agreement; 3) the expenses are incurred in carrying out the Scope of Work and are authorized by the Award as identified in the Budgets of this Agreement; 4) the activities occur after the District passes a resolution approving an award for the Projects; 5) such activities and expenses otherwise comply with all other terms of this Agreement; and 6) reimbursements shall be paid to the Recipient only after this Agreement has been fully executed.
- 2.5. The Recipient shall invoice King County for incurred expenses for each project using the Request for Payment form and Progress Report form, or online equivalents to these forms upon the County's implementation of an online reporting database, for those documented and allowable expenses identified in the Budgets and according to the rules set forth in the Grant Policies and Procedures. A request for payment shall be made no less frequently than every six months after the effective date of this Agreement nor more frequently than every three months after the aforementioned date. A Progress Report form and backup documentation of claimed expenses shall be submitted with all payment requests. A one- time advance of no more than 25% of the Award amount may be allowed, in the discretion of King County, for expenses anticipated to be incurred in the three months following the date of submission of the advance Request for Payment only for work that is included in the Scopes of Work of this Agreement, and identified as such in the Request for Payment. Documentation of payments made from the advance payment shall be submitted to King County prior to any further requests for payment.
- 2.6. The Recipient shall be required to submit to King County a final report for each Project which documents the Recipient's completion of the work in conformance with the terms of this Agreement within thirty (30) days after the completion of the work. The final report may be submitted on the Closeout Report form, or online equivalent to this form upon the County's implementation of an online reporting database. Each final report shall include a summary of each Project's successes and shall address the flood reduction benefits accomplished by the work.
- 2.7. The Recipient's expenditures of Award funds shall be separately identified in the Recipient's accounting records. If requested, the Recipient shall comply with other reasonable requests made by King County with respect to the manner in which Project expenditures are tracked and accounted for in the Recipient's accounting books and records. The Recipient shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles as further described in Section 2.8 below, and to meet the requirements of all applicable state and federal laws.
- 2.8. The Recipient shall be required to track project expenses using the Budget Accounting and Reporting System for the State of Washington ("BARS") or Generally Accepted

Project Name:	Award Number:
Project No. 1: Illahee Apartments Fish Passage Barrier Removal and Stream Restoration 2022	4.22.28
Project No. 2: Sandpiper East Bridge Replacements & Stream Restoration 2022	4.22.41

Accounting Principles set forth by the Financial Accounting Standards Board or by the Governmental Accounting Standards Board.

- 2.9. King County or its representative, and the District or its representative, shall have the right from time to time, at reasonable intervals, to audit the Recipient's books and records in order to verify compliance with the terms of this Agreement. The Recipient shall cooperate with King County and the District in any such audit.
- 2.10. The Recipient shall retain all accounting records and project files relating to this Agreement in accordance with criteria established by the Washington State Archivist Local Government Common Records Retention Schedule (CORE) as revised.
- 2.11. The Recipient shall ensure that all work performed by its employees, agents, contractors or subcontractors is performed in a manner which protects and safeguards the environment and natural resources and which is in compliance with local, state and federal laws and regulations. The Recipient shall implement an appropriate monitoring system or program to ensure compliance with this provision.
- 2.12. The Recipient agrees to indemnify, defend and hold harmless King County, and the District, their elected or appointed officials, employees and agents, from all claims, alleged liability, damages, losses to or death of person or damage to property arising out of any acts or omissions of the Recipient, its employees, agents, contractors or subcontractors in performing its obligations under the terms of this Agreement.
- 2.13. The Recipient agrees to acknowledge the District as a source of funding for the Projects on all literature, signage or press releases related to the Project. The Recipient may obtain from King County a District logo that may be used in the acknowledgement.

SECTION 3. GENERAL PROVISIONS

- 3.1. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 3.2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No prior or contemporaneous representation, inducement, promise or agreement between or among the parties which relate to the subject matter hereof which are not embodied in this Agreement shall be of any force or effect.
- 3.3. No amendment to this Agreement shall be binding on any of the parties unless such amendment is in writing and is executed by the parties. The parties contemplate that this Agreement may from time to time be modified by written amendment which shall be executed by duly authorized representatives of the parties and attached to this Agreement.

Project Name:

Award Number:

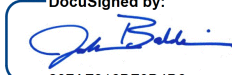
Project No. 1: Illahee Apartments Fish Passage Barrier Removal and Stream Restoration 2022 4.22.28

Project No. 2: Sandpiper East Bridge Replacements & Stream Restoration 2022 4.22.41

- 3.4. Each party warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.
- 3.5. The Projects shall be completed by no later than **December 31 ,2025**. In the event that the Projects are not completed by this date, King County has the discretion, but not the obligation, to terminate this Agreement and retain any unexpended Award funds.
- 3.6. This Agreement may be signed in multiple counterparts.
- 3.7. If any provision of this Agreement shall be wholly or partially invalid or unenforceable under applicable law, such provision will be ineffective to that extent only, without in any way affecting the remaining parts or provision of this Agreement, and the remaining provisions of this Agreement shall continue to be in effect.
- 3.8. The amount of the Award has been fully funded by the District. To the extent that funding of the Award requires future appropriations by the District, King County’s obligations are contingent upon the appropriation of sufficient funds by the Board of Supervisors of the District to complete the Scope of Work. If no such appropriation is made, this Agreement will terminate at the close of the appropriation year for which the last appropriation that provides funds under this Agreement was made.

KING COUNTY:

RECIPIENT:

DocuSigned by:

 By _____
 207AF316BF0B4B6...


 By _____

Name Josh Baldi

Name Daniel R. Watson

Title Division Director, WLRD, DNRP

Title Advisor to the Executive Director

Date 12/16/2022

Date 12/16/2022

Project Name:

Award Number:

Project No. 1: Illahee Apartments Fish Passage Barrier Removal and Stream Restoration 2022 4.22.28

Project No. 2: Sandpiper East Bridge Replacements & Stream Restoration 2022 4.22.41

EXHIBIT A: PROJECT DESCRIPTION

PROJECT NAME	RECIPIENT	DESCRIPTION	LEVERAGE	AWARD
Illahee Apartments Fish Passage Barrier Removal and Stream Restoration 2022	Housing Authority of County of King	Construct a replacement roadway crossing over Kelsey Creek at the west boundary of Illahee Apartments, a low-income residential community. The roadway replacement and associated riparian habitat restoration will remove a fish barrier by enlarging the western culvert running under the property's main access road and prevent periodic seasonal flooding of the road, riverbanks and multiple residential buildings. This will fund some design and permitting costs.	\$20,000	\$220,000
Sandpiper East Bridge Replacements & Stream Restoration 2022		Construct a replacement roadway bridge crossing over Kelsey Creek at the Sandpiper East Apartments, an affordable housing development. The bridge replacement and associated riparian habitat restoration would prevent further subsidence and scouring of the existing pipe arch bridge foundation that could lead to eventual collapse of the bridge, resulting in flooding, downstream water quality impacts and loss of vital infrastructure to this development, including access to six multifamily buildings.	\$100,000	\$1,250,000
TOTALS			\$120,000	\$1,470,000

EXHIBIT B-1: Scope of Work for Illahee Apartments Fish Passage Barrier Removal and Stream Restoration 2022

TASKS	ACTIVITIES AND DELIVERABLES	APPROX. PERCENT OF AWARD	MONTH/YEAR TASK WILL BE COMPLETED
Task 1: Project Administration (Required task)	Submit reimbursement request forms, backup documentation for billing, and progress reports at least every 6 months. Submit a Fiscal Closeout form and a Closeout Report form with the final reimbursement request.	2%	12/2025
Task 2: Design and Permitting	Additional design costs for water, sewer and utility relocations, as well as retaining walls to protect existing structures and private property.	98%	12/2025

Project Name:

Award Number:

Project No. 1: Illahee Apartments Fish Passage Barrier Removal and Stream Restoration 2022 4.22.28

Project No. 2: Sandpiper East Bridge Replacements & Stream Restoration 2022 4.22.41

**EXHIBIT B-2: Scope of Work for Sandpiper East Bridge Replacements & Stream Restoration
2022**

TASKS	ACTIVITIES AND DELIVERABLES	APPROX. PERCENT OF AWARD	MONTH/YEAR TASK WILL BE COMPLETED
Task 1: Project Administration (Required task)	Submit reimbursement request forms, backup documentation for billing, and progress reports at least every 6 months. Submit a Fiscal Closeout form and a Closeout Report form with the final reimbursement request.	2%	12/2024
Task 2: Design	Additional design costs for optimized bridge shape (skewed) and utility relocations.	5.5%	12/2023
Task 3: Construction funding of 14th Street Bridge	Funding to be allocated for advertising for bid, award, and construction of the 14 th Street bridge structure.	92.5%	12/2024

EXHIBIT C: BUDGET

Budget Item	Grant Award Amount		
	Illlahee Apartments Fish Passage Barrier Removal and Stream Restoration 2022	Sandpiper East Bridge Replacements & Stream Restoration 2022	Totals
Commercial Services & Crew Time	\$220,000	\$1,250,000	\$1,470,000
Total	\$220,000	\$1,250,000	\$1,470,000

Project Names:

Project #1: Illahee Apartments Fish Passage, Floodplain and Creek Restoration, Phase 2
Project #2: Sandpiper East Bridge Replacement, Floodplain/Creek Riparian Improvements

Award Numbers:

4.23.13
4.23.21

**AGREEMENT FOR AWARD OF
FLOOD REDUCTION GRANT FUNDS
BETWEEN THE KING COUNTY HOUSING AUTHORITY
AND KING COUNTY**

This Agreement is made between King County, a municipal corporation, and the **King County Housing Authority** (“Recipient”) (collectively referred to as the “parties” and in the singular “party”), for the purposes set forth herein. This Agreement shall be in effect from the date of execution to **December 31, 2025**.

Project Contacts:

Contact for King County: Kim Harper, Grant Administrator, 206-477-6079,
Kim.harper@kingcounty.gov.

Contact for Recipient: Marianne Everett, Management Analyst, 206-574-1197,
Mariannee@kcha.org.

SECTION 1. RECITALS

- 1.1 Whereas, the King County Flood Control District (“District”) is a quasi-municipal corporation of the State of Washington, authorized to provide funding for flood control and stormwater protection projects and activities;
- 1.2 Whereas, King County is the service provider to the District under the terms of an interlocal agreement (“ILA”) by and between King County and the District, dated February 17, 2009, as amended, and as service provider implements the District’s annual work program and budget;
- 1.3 Whereas, on November 12, 2013, the Board of Supervisors of the District (the “Board”) passed Resolution FCD2013-14 which established a Flood Reduction Grant Program and criteria for awarding grant funding for projects;
- 1.4 Whereas, on November 8, 2022, the Board passed Resolution FCD 2022-13, which authorized an allocation of \$12,000,000 from the District’s 2023 budget to fund flood reduction projects;
- 1.5 Whereas, on October 10, 2023, the Board passed Resolution FCD 2023-08 which approved the flood reduction projects described in Attachment A to that Resolution;
- 1.6 Whereas, in accordance with the terms of these Resolutions, and in its capacity as service provider to the District, King County has established policies and procedures for

Project Names:	Award Numbers:
Project #1: Illahee Apartments Fish Passage, Floodplain and Creek Restoration, Phase 2	4.23.13
Project #2: Sandpiper East Bridge Replacement, Floodplain/Creek Riparian Improvements	4.23.21

administering the flood reduction grant program, a copy of which has been furnished to Recipient and which is incorporated herein by this reference (hereinafter “Grant Policies and Procedures”);

- 1.7 Whereas, the Recipient submitted applications to receive funds for projects to be funded by the Flood Reduction Grant Program;
- 1.8 Whereas, the Board approved funding of Recipient’s applications for the projects (“Projects”), as described in Attachment A to Resolution FCD 2023-08 in the amount of **\$1,435,000** (“Award”)
- 1.9 Whereas, Exhibit A, attached hereto and incorporated herein by this reference, contains descriptions of the Projects as described in Attachment A to Resolution FCD 2023-08;
- 1.10 Whereas, King County has received Scopes of Work and Budgets for the Project from the Recipient and has determined that the Scopes of Work, attached hereto and incorporated herein as Exhibits B-1 and B-2 (“Scopes of Work”), and the Budgets, attached hereto and incorporated herein as Exhibit C (“Budgets”), are consistent with the Grant Policies and Procedures, the Recipient’s application for the Projects, and the Resolution approving funding for the Projects; and
- 1.11 Whereas, King County and the Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions under which King County will provide funding from the District in accordance with Resolution FCD 2023-08 and the Grant Policies and Procedures, and under which the Recipient will implement the Projects.

SECTION 2. AGREEMENT

- 2.1. The Recitals are an integral part of this Agreement and are incorporated herein by this reference.
- 2.2. King County agrees to pay the Award amounts to the Recipient in the total amount of **\$1,435,000** from District funds. The Award shall be used by the Recipient solely for the performance of the Projects, as described in Exhibit A to this Agreement. King County shall pay the Recipient in accordance with the terms of the Grant Policies and Procedures.
- 2.3. The Recipient represents and warrants that it will only use the Award for the Scopes of Work of this Agreement and in accordance with the Project Budgets. The Recipient shall be required to refund to King County that portion of the Award which is used for work or tasks not included in the Scopes of Work. Further, the Recipient agrees that King County

Project Names:	Award Numbers:
Project #1: Illahee Apartments Fish Passage, Floodplain and Creek Restoration, Phase 2	4.23.13
Project #2: Sandpiper East Bridge Replacement, Floodplain/Creek Riparian Improvements	4.23.21

may retain any portion of the Award that is not expended or remains after completion of the Scopes of Work and issuance of the Final Reports, as further described below.

- 2.4. Activities carried out for these Projects and expenses incurred by the Recipient may predate the execution date of this Agreement provided that 1) they have been identified by Recipient as being within the scopes of numbers 2) and 3) below, and have been approved by King County as being within such scopes; 2) the activities are specified in the Scopes of Work of this Agreement; 3) the expenses are incurred in carrying out the Scopes of Work and are authorized by the Award as identified in the Budgets of this Agreement; 4) such activities and expenses otherwise comply with all other terms of this Agreement; 5) such activities and expenses do not occur prior to the date the grants were approved by the District; and 6) reimbursements shall be paid to the Recipient only after this Agreement has been fully executed.
- 2.5. The Recipient shall invoice King County for incurred expenses using the Request for Payment form and Progress Report form, or online equivalents to these forms upon the County's implementation of an online reporting database, for those documented and allowable expenses identified in the Budgets and according to the rules set forth in the Grant Policies and Procedures. Requests for payment shall be made separately for each Project, no less frequently than every six months after the effective date of this Agreement. Backup documentation of claimed expenses shall be submitted with all payment requests. A one-time advance may be allowed, in the discretion of King County, for expenses anticipated to be incurred in the three months following the date of submission of the advance Request for Payment only for work that is included in the Scopes of Work of this Agreement, and identified as such in the Request for Payment. The amount of the advance may not exceed 25% of the award amount for each Project. Documentation of payments made from advances shall be submitted to King County prior to any further requests for payment.
- 2.6. The Recipient shall be required to submit to King County a final report for each Project which documents the Recipient's completion of the work in conformance with the terms of this Agreement within thirty (30) days after the completion of the work. The final report shall be submitted on the Close-out Report form, or online equivalent to this form upon the County's implementation of an online reporting database. The final report shall include a summary of the Project's successes and shall address the flood reduction benefits accomplished by the work.
- 2.7. The Recipient's expenditures of Award funds shall be separately identified in the Recipient's accounting records. If requested, the Recipient shall comply with other reasonable requests made by King County with respect to the manner in which Project expenditures are tracked and accounted for in the Recipient's accounting books and records. The Recipient shall maintain such records of expenditures as may be necessary

Project Names:

Project #1: Illahee Apartments Fish Passage, Floodplain and Creek Restoration, Phase 2
Project #2: Sandpiper East Bridge Replacement, Floodplain/Creek Riparian Improvements

Award Numbers:

4.23.13
4.23.21

to conform to generally accepted accounting principles as further described in Section 2.8 below, and to meet the requirements of all applicable state and federal laws.

- 2.8. The Recipient shall be required to track project expenses using the Budget Accounting and Reporting System for the State of Washington ("BARS") or Generally Accepted Accounting Principles set forth by the Financial Accounting Standards Board or by the Governmental Accounting Standards Board.
- 2.9. King County or its representative, and the District or its representative, shall have the right from time to time, at reasonable intervals, to audit the Recipient's books and records in order to verify compliance with the terms of this Agreement. The Recipient shall cooperate with King County and the District in any such audit.
- 2.10. The Recipient shall retain all accounting records and project files relating to this Agreement in accordance with criteria established by the Washington State Archivist Local Government Common Records Retention Schedule (CORE) as revised.
- 2.11. The Recipient shall ensure that all work performed by its employees, agents, contractors, or subcontractors is performed in a manner which protects and safeguards the environment and natural resources, and which is in compliance with local, state and federal laws and regulations. The Recipient shall implement an appropriate monitoring system or program to ensure compliance with this provision.
- 2.12. The Recipient agrees to indemnify, defend and hold harmless King County, and the District, their elected or appointed officials, employees and agents, from all suits, claims, alleged liability, actions, losses, costs, expenses (including reasonable attorney's fees), penalties, settlements and damages of whatsoever kind or nature, arising out of, in connection with, or incident to any acts or omissions of the Recipient, its employees, agents, contractors, or subcontractors in performing its obligations under the terms of this Agreement, except to the extent of the County's or the District's sole negligence.

The Recipient's obligations under this provision shall include, but not be limited to, the duty to promptly accept tender of defense and provide defense to the County and the District with legal counsel acceptable to the County and the District at Recipient's own expense. Recipient, by mutual negotiation, hereby waives, as respects the County and the District only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event it is necessary for the County or the District to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from Recipient. The provisions of this section shall survive the expiration, abandonment, or termination of this Agreement.

Project Names:	Award Numbers:
Project #1: Illahee Apartments Fish Passage, Floodplain and Creek Restoration, Phase 2	4.23.13
Project #2: Sandpiper East Bridge Replacement, Floodplain/Creek Riparian Improvements	4.23.21

- 2.13. The Recipient agrees to acknowledge the District as a source of funding for the Projects on all literature, signage or press releases related to the Projects. The Recipient may obtain from King County a District logo that may be used in the acknowledgement.

SECTION 3. GENERAL PROVISIONS

- 3.1. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The Recipient shall not assign this Agreement to a third party.
- 3.2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No prior or contemporaneous representation, inducement, promise or agreement between or among the parties which relate to the subject matter hereof which are not embodied in this Agreement shall be of any force or effect.
- 3.3. No amendment to this Agreement shall be binding on any of the parties unless such amendment is in writing and is executed by the parties. The parties contemplate that this Agreement may from time to time be modified by written amendment which shall be executed by duly authorized representatives of the parties and attached to this Agreement.
- 3.4. Unless otherwise specified in the Agreement, all notices or documentation required or provided pursuant to this Agreement shall be in electronic form and shall be deemed duly given when received at the addresses set forth below via electronic mail and transmittal is demonstrated by an electronic delivery receipt or similar confirmation.

King County	Recipient
Kim Harper	Marianne Everett
Grant Administrator	Management Analyst
King County WLRD	King County Housing Authority
kim.harper@kingcounty.gov	Mariannee@kcha.org

Either party hereto may, at any time, by giving ten (10) days written notice to the other party to designate any other address in substitution of the foregoing address to which such notice or communication shall be given.

- 3.5. Each party warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he/she has been fully authorized to execute this Agreement

Project Names:	Award Numbers:
Project #1: Illahee Apartments Fish Passage, Floodplain and Creek Restoration, Phase 2	4.23.13
Project #2: Sandpiper East Bridge Replacement, Floodplain/Creek Riparian Improvements	4.23.21

on behalf of such party and that such party is bound by the signature of such representative.

- 3.6. The Projects shall be completed by no later than **December 31, 2025**. In the event that the Projects are not completed by this date, King County has the discretion, but not the obligation, to terminate this Agreement and retain any unexpended Award funds.
- 3.7. The Agreement will be terminated if the Recipient is unable or unwilling to expend the Award as specified in Section 2.2 and Exhibits B-1, B-2 and C. In the event of termination under this section, the County shall be released from any obligation to fund the Projects and Recipient shall forfeit all rights to the unexpended portion of the Award.
- 3.8. If the County determines that a breach of contract has occurred or does not approve of the Recipient's performance, it will give the Recipient written notification of unacceptable performance. Recipient will then take corrective action within a reasonable period of time, as may be defined by King County in its sole discretion in its written notification to Recipient. King County may withhold any payment owed Recipient until the County is satisfied that corrective action has been taken or completed.
- 3.9. Waiver of breach of any provision in this Agreement shall not be deemed to be a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent defaults.
- 3.10. KCC chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this Agreement. In its performance under this Agreement the Recipient shall not discriminate against any person on the basis of race, color, age, gender, marital status, sexual orientation, gender identity or expression, religion, ancestry, national origin, disability or use of a service or assistive animal by an individual with a disability, unless based upon a bona fide occupational qualification, and the Recipient shall not violate any of the terms of chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination in employment.
- 3.11. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
- 3.12. This Agreement may be signed in multiple counterparts.

Project Names:

Award Numbers:

Project #1: Illahee Apartments Fish Passage, Floodplain and Creek Restoration, Phase 2

4.23.13

Project #2: Sandpiper East Bridge Replacement, Floodplain/Creek Riparian Improvements


4.23.21


- 3.13. If any provision of this Agreement shall be wholly or partially invalid or unenforceable under applicable law, such provision will be ineffective to that extent only, without in any way affecting the remaining parts or provision of this Agreement, and the remaining provisions of this Agreement shall continue to be in effect.
- 3.14. This Agreement shall be governed by and construed according to the laws of the State of Washington. Actions pertaining to this Agreement will be brought in King County Superior Court, King County, Washington.
- 3.15. The amount of the Award has been fully funded by the District. To the extent that funding of the Award requires future appropriations by the District or the King County Council, King County's obligations are contingent upon the appropriation of sufficient funds by the District or the King County Council to complete the Scopes of Work. If no such appropriation is made, this Agreement will terminate at the close of the appropriation year for which the last appropriation that provides funds under this Agreement was made.

This document has been approved as to form by the King County Prosecuting Attorney's Office as of March 1, 2023.

KING COUNTY:

RECIPIENT:

By  _____
056A9C797E6940D...
Name Krista Camenzind
Title Interim Deputy Director, WLRD, DNRP
Date 12/19/2023

By  _____
Name Tim Waltu
Title Sr. VP of Dev. & Asset Mgmt.
Date 11/22/23

Project Names:

Award Numbers:

Project #1: Illahee Apartments Fish Passage, Floodplain and Creek Restoration, Phase 2

4.23.13

Project #2: Sandpiper East Bridge Replacement, Floodplain/Creek Riparian Improvements

4.23.21

EXHIBIT A: PROJECT DESCRIPTION

PROJECT NAME	RECIPIENT	DESCRIPTION	LEVERAGE	AWARD
Illahee Apartments Fish Passage, Floodplain and Creek Restoration, Phase 2	King County Housing Authority	Construct a replacement roadway crossing over Kelsey Creek at the west boundary of Illahee Apartments, a low income residential community. The roadway replacement and associated riparian habitat restoration will remove a fish barrier by enlarging the western culvert running under the property's main access road and prevent periodic seasonal flooding of the road, riverbanks and multiple residential buildings. This application relates to Phase 2, construction of the western culvert.	\$18,500	\$185,000
Sandpiper East Bridge Replacement, Floodplain/Creek Riparian Improvements		Construct a replacement roadway bridge crossing over Kelsey Creek at the Sandpiper East Apartments, an affordable housing development. The bridge replacement and associated riparian habitat restoration would prevent further subsidence and scouring of the existing pipe arch bridge foundation that could lead to eventual collapse of the bridge, resulting in flooding, downstream water quality impacts and loss of vital infrastructure to this development, including access to six multifamily buildings. This bridge is one of two bridges being designed and permitted.	\$300,000	\$1,250,000
TOTALS			\$318,500	\$1,435,000

EXHIBIT B-1: SCOPE OF WORK FOR ILLAHEE APARTMENTS FISH PASSAGE, FLOODPLAIN AND CREEK RESTORATION PHASE 2

Activity Title	Activity Description	Deliverables	Estimated Percent of Grant Budget	Month/Year Task will be Completed
Task 1: Project Administration (Required)	Submit reimbursement request forms, backup documentation for billing, and progress reports at least every 6 months. Submit a Fiscal Closeout form and a Closeout Report form with the final reimbursement request.	Forms, documentation, progress reports, closeout forms	2%	12/2024
Task 2:	Additional design costs for continuing final design and permitting of an initial project phase replacing the western culvert structure and stream restoration for approximately half of the properties stream channel. Includes final design and agreement negotiation of a gravity sewer option beneath the stream channel.	Final Design Documents	98%	12/2024

Project Names:

Project #1: Illahee Apartments Fish Passage, Floodplain and Creek Restoration, Phase 2

Project #2: Sandpiper East Bridge Replacement, Floodplain/Creek Riparian Improvements

Award Numbers:

4.23.13

4.23.21

EXHIBIT B-2: SCOPE OF WORK FOR SANDPIPER EAST BRIDGE REPLACEMENT, FLOODPLAIN/CREEK RIPARIAN IMPROVEMENTS

Activity Title	Activity Description	Deliverables	Estimated Percent of Grant Budget	Month/Year Task will be Completed
Task 1: Project Administration (Required)	Submit reimbursement request forms, backup documentation for billing, and progress reports at least every 6 months. Submit a Fiscal Closeout form and a Closeout Report form with the final reimbursement request.	Forms, documentation, progress reports, closeout forms	2%	12/2024
Task 2:	KCHA to advertise the project for public bid, award the contract and construct the 14th Street bridge structure.	Constructed project	88%	12/2024
Task 3:	KCHA with hired CM team will manage construction of the 14 th Street bridge structure and associated improvements.	Constructed project	10%	12/2024

EXHIBIT C: BUDGETS

Budget Item	Grant Award		
	Illahee Apartments Fish Passage, Floodplain and Creek Restoration, Phase 2	Sandpiper East Bridge Replacement, Floodplain/Creek Riparian Improvements	TOTALS
Commercial Services & Crew Time	\$185,000	\$1,250,000	\$1,435,000
TOTALS	\$185,000	\$1,250,000	\$1,435,000

APPENDIX D

CULTURAL RESOURCES AND
CRITICAL AREAS REPORT
AVAILABLE UPON REQUEST

APPENDIX E



HYDRAULIC PROJECT APPROVAL

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: January 12, 2024
Project End Date: January 11, 2029

Permit Number: 2024-4-19+01
FPA/Public Notice Number: N/A
Application ID: 33368

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
King County Housing Authority ATTENTION: John Eliason 600 Andover Park W Tukwila, WA 98188	GeoEngineers ATTENTION: Joe Callaghan 1101 S Fawcett Ave. Ste 200 Tacoma, WA 98402

Project Name: KCHA Sandpiper North Culvert Replacement

Project Description: KCHA received multiple grants (King County Flood Control District Urban Streams grant and King County Waterworks grant) for design, permitting, and construction of a fish passable structure and stream improvements at the North Crossing project site. The purpose of the project is to ensure safety of the North Crossing, reduce flooding, improve riparian and in-stream habitat, correct fish passage conditions, and complete associated structural, roadway, and utility improvements. The existing culvert is currently failing and jeopardizes the safety of traffic crossing to the 60 apartments located west of the stream. The culvert is also an impediment to fish migration upstream of the crossing. The completed project will correct the barrier and improve instream habitat functions that are currently impaired. The proposed instream improvements (including under the bridge) will include addition of LWM to create cover and refuge for fish, sort sediments, re-direct flows away from banks and abutments, and add organic material to the creek bed. The angular rock cross vein just downstream of the existing culvert will be removed and streambed material will be added throughout the restored reach to provide a consistent gradient and improve streambed conditions. The project will also improve the alignment of the creek by removing a 90-degree bend just upstream of the existing structure, which will reduce flood velocities and streambed scour and improve fish passage through this reach of Kelsey Creek. The design was adjusted to accommodate the unwillingness of the adjacent property owner to the northeast to participate in the project.

During construction, invasive species such as Himalayan blackberry will be removed and rip rap that currently protect the banks will be replaced with bioengineering and, after the completion of construction, native riparian plantings will be installed to restore temporarily impacted areas and improve long-term functionality of the riparian corridor through the project reach.

PROVISIONS

1. This STANDARD HPA for a Fish Habitat Enhancement Project (FHEP) is issued for the replacement of a culvert replacement along Kelsey Creek within the City of Bellevue, including:

A. Removal and disposal of an existing corrugated steel arch pipe (WDFW site ID #602419), including the excavation of approximately 1,860 cubic yards of material for placement of a new bridge;

B. Construction of a fish passable full-span bridge designed to the Washington Department of Fish and Wildlife (WDFW) Water Crossing Design Guidelines (WCDG) stream simulation criteria;



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- C. Installation of two (2) new stormwater outfalls, to include:
- i. Stormwater runoff bioretention filtration systems, AND;
 - ii. Outlet through the eastern and western footings of the new bridge, to be located landward of the ordinary high water mark, and to include a rock splash pad for energy dissipation of flows;
- D. Removal of seven (7) trees from the work area.
- E. Streambed and streambank restoration, including:
- i. Removal of approximately 165 linear feet of rock armoring;
 - ii. Placement of approximately 355 cubic yards (CY) of streambed gravels, approximately 2 feet in depth, through the new channel below the ordinary high-water line (OHWL);
 - iii. Placement of approximately 230 CY of streambed gravels or cobbles, approximately 4 feet in depth, on the stream bank above the OHWL, AND;
 - iv. Installation of at least twenty-one (21) pieces of large woody material (LWM) as habitat features.
- F. Repair and replacement work along the roadway, to include:
- i. Roadway restoration and restriping, AND;
 - ii. Restoration of disturbed areas with topsoil, seeding, biodegradable erosion control blanket, mulch and native plantings.
- G. Installation of native riparian plantings, as shown in the approved plans.

NOTE: This project occurs on Kelsey Creek, a documented anadromous F-Type watercourse with presence of Sockeye, Chinook, Coho, Steelhead, SR Cutthroat, Resident Trout, and Bull Trout.

2. TIMING - PLANS - INVASIVE SPECIES CONTROL

3. TIMING LIMITATIONS: You may begin the project immediately and you must complete the project by January 11, 2029, provided that all work below the ordinary high water line (OHWL) of Kelsey Creek may only occur between JULY 15 and SEPTEMBER 16 of a given year.

4. APPROVED PLANS: You must accomplish the work per plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, entitled, "KCHA_Sandpiper North 90pct_2023.11.09.pdf", submitted November 14, 2023; and all supporting documents and communications uploaded to the Aquatic Protection Permitting System (APPS) project file; except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project construction.

5. INVASIVE SPECIES CONTROL: Follow Method 1 for low risk locations (i.e. clean/drain/dry). Thoroughly remove visible dirt and debris from all equipment and gear (including drive mechanisms, wheels, tires, tracks, buckets, and undercarriage) before arriving and leaving the job site to prevent the transport and introduction of invasive species. For contaminated or high risk sites please refer to the Method 2 Decontamination protocol. Properly dispose of any water and chemicals used to clean gear and equipment. You can find this and additional information in the Washington Department of Fish and Wildlife's "Invasive Species Management Protocols", available online at <https://wdfw.wa.gov/species-habitats/invasive/prevention>.

6. NOTIFICATION REQUIREMENTS

7. FISH KILL/ WATER QUALITY PROBLEM NOTIFICATION: If a fish kill occurs or fish are observed in distress at the job site, immediately stop all activities causing harm. Immediately notify the Washington Department of Fish and Wildlife of the problem. If the likely cause of the fish kill or fish distress is related to water quality, also notify the Washington Military Department Emergency Management Division at 1-800-258-5990. Activities related to the fish kill or fish distress must not resume until the Washington Department of Fish and Wildlife gives approval. The Washington Department of Fish and Wildlife may require additional measures to mitigate impacts.



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8. NOTIFICATION REQUIREMENT: The Habitat Biologist listed below must receive written notification (email) from the person to whom this HPA is issued (permittee) no less than three working days prior to start of work, and again within seven days of completion of work to arrange for a compliance inspection. The notification must include the permittee's name, project location, starting date for work or completion date of work, and the permit number for this HPA. All notifications must be uploaded online to the Aquatic Protection Permitting System (APPS) under Post Permit Requirements and emailed to the area Habitat Biologist (Julian.Douglas@dfw.wa.gov).

STAGING, JOB SITE ACCESS, AND EQUIPMENT

9. Establish staging areas (used for equipment storage, vehicle storage, fueling, servicing, and hazardous material storage) in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.

10. Use existing roadways or travel paths.

11. Limit the removal of native bankline vegetation to the minimum amount needed to construct the project.

12. Equipment used for this project may operate waterward of the ordinary high water line, provided the drive mechanisms (wheels, tracks, tires, etc.) do not enter or operate waterward of the ordinary high water line.

13. Check equipment daily for leaks and complete any required repairs in an upland location before using the equipment in or near the water.

14. Use environmentally acceptable lubricants composed of biodegradable base oils such as vegetable oils, synthetic esters, and polyalkylene glycols in equipment operated in or near the water.

CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

15. Work in the dry watercourse (when no natural flow is occurring in the channel, or when flow is diverted around the job site).

16. Protect all disturbed areas from erosion. Maintain erosion and sediment control until all work and cleanup of the job site is complete.

17. All erosion control materials that will remain onsite must be composed of 100% biodegradable materials.

18. Straw used for erosion and sediment control, must be certified free of noxious weeds and their seeds.

19. Stop all hydraulic project activities except those needed to control erosion and siltation, if flow conditions arise that will result in erosion or siltation of waters of the state.

20. Prevent project contaminants, such as petroleum products, hydraulic fluid, fresh concrete, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials, from entering or leaching into waters of the state.

21. Route construction water (wastewater) from the project to an upland area above the limits of anticipated floodwater. Remove fine sediment and other contaminants before discharging the construction water to waters of the state.

22. Deposit waste material from the project, such as construction debris, silt, excess dirt, or overburden, in an upland area above the limits of anticipated floodwater unless the material is approved by the Washington Department of Fish and Wildlife for reuse in the project.

23. FISH LIFE EXCLUSION AND REMOVAL

24. The permittee must capture and safely relocate all fish life from the job site prior to completing the work, except when work is performed using hand tools, or is limited to the repositioning of woody material. The permittee must have fish exclusion, capture, and transportation equipment ready and on the job site. Captured fish must be immediately and safely transferred to the nearest suitable free-flowing water relative to the project site.

25. All persons participating in capture and removal must have training, knowledge, and skills in the safe handling of fish life.



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26. If electrofishing is conducted, a person with electrofishing training must be on-site to conduct or direct all electrofishing activities.

27. If block nets are used to isolate fish from the work area, place block nets upstream and downstream of the in-water work area before capturing and removing fish life. Install block nets at an angle to the direction of flow (not perpendicular to the flow) to avoid entrapping fish in the nets. To anchor block nets, place bags filled with clean rounded gravel along the bottom of the nets. Secure block nets along both banks and the channel bottom to prevent failure from debris accumulation, high flows, and/or flanking. Do not install block nets at sites with heavy vegetation, large cobble or boulders, undercut banks, or deep pools unless you can secure and maintain them. Install block nets at sites with reduced flow volume or velocity, uniform depth, and good accessibility. Check block nets at least three times a day for entangled fish and accumulated debris. To keep fish out of the job site, leave block nets in place until the work is complete and conditions are suitable for fish.

28. IN-WATER WORK AREA ISOLATION USING A TEMPORARY BYPASS (WHEN USED)

29. A temporary bypass is not required for work performed in a naturally dry stream channel or when the work performed is not in the water, provided silt is prevented from entering the stream. A temporary bypass is also not required for work performed in the water with hand-held tools only, or for woody material repositioning or removal.

30. Isolate fish from the work area by using either a total or partial bypass to reroute the stream through a temporary channel or pipe.

31. Sequence the work to minimize the duration of dewatering.

32. Install a cofferdam or similar device at the upstream and downstream end of the bypass to prevent backwater from entering the work area.

33. Use the least-impacting feasible method to temporarily bypass water from the work area. Consider the physical characteristics of the site and the anticipated volume of water flowing through the work area.

34. During all phases of bypass installation and decommissioning, maintain flows downstream of the project site to ensure survival of all downstream fish.

35. Install the temporary bypass before starting other construction work in the wetted perimeter using a method approved by the Washington Department of Fish and Wildlife.

36. If the bypass is a pumped diversion, once started it must run continuously until it is no longer necessary to bypass flows. This requires back-up pumps on-site and twenty-four-hour monitoring for overnight operation.

37. If the diversion inlet is a gravity diversion that provides fish passage, place the diversion outlet where it facilitates gradual and safe reentry of fish into the stream channel.

38. The pump intake structure must have a fish screen installed, operated, and maintained in accordance with RCW 77.57.010 and 77.57.070. Screen the pump intake with one of the following: a) Perforated plate: 0.094 inch (maximum opening diameter); b) Profile bar: 0.069 inch (maximum width opening); or c) Woven wire: 0.087 inch (maximum opening in the narrow direction). The minimum open area for all types of fish screens is twenty-seven percent. The screened intake facility must have enough surface area to ensure that the velocity through the screen is less than 0.4 feet per second.

39. The fish screen must remain in place whenever water is being withdrawn from the stream through the pump intake.

40. Return diverted water to the channel immediately downstream of the work area. Dissipate flow energy from the diversion to prevent scour or erosion of the channel and bank.

CULVERT REMOVAL, BRIDGE INSTALL

41. Remove the culvert in the dry or in isolation from the stream flow by using a bypass channel or culvert, or by pumping the stream flow around the work area. The Washington Department of Fish and Wildlife may grant an exception if installing the culvert in the flowing stream reduces siltation or turbidity.

42. Design and construct the bridge to provide unimpeded fish passage and to pass water, ice, large wood, and



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- associated woody material and sediment likely to move under the bridge during the one-hundred-year flood flows.
43. Locate the waterward face of all bridge elements including abutments, piers, pilings, sills, foundations, aprons, wingwalls, and approach material landward of the ordinary high water line.
 44. The authorized bridge is a stream simulation design.
 45. The replacement bridge must not differ in dimensions or configuration from those detailed in the approved plan set, entitled "KCHA_Sandpiper North 90pct_2023.11.09.pdf", submitted November 14, 2023.
 46. Set the stream simulation bridge at the same gradient as the prevailing stream gradient of approximately 2.0 percent.
 47. Install and maintain curbs or wheel guards to prevent aggregate or earth-type paving material from entering the stream.
 48. Size streambed material to mimic the stream's natural gradation as found in nearby reference channel reaches. Place a minimum of 2 feet deep of clean, rounded, and well-graded (includes all size classes) material. Angular rock is not permitted within the channel.
 49. The streambed must include a sinuous low-flow channel expected under common conditions in the reach and a high-flow bench on both sides of the channel.
 50. Approach material must be structurally stable and composed of material that if eroded into the water will not harm fish life.
 51. LARGE WOODY MATERIAL
 52. Large woody material (LWM) means trees or tree parts larger than four inches in diameter and longer than six feet, and rootwads, wholly or partially waterward of the ordinary high water line.
 53. Large woody material must be repositioned with at least a third of the LWM length within the low flow channel to provide functional fish habitat.
 54. DEMOBILIZATION AND CLEANUP
 55. Upon completion of the project, restore the disturbed bed, banks, and riparian zone to preproject condition to the extent possible.
 56. Seed areas disturbed by construction activities with a native seed mix suitable for the site that has at least one quick-establishing plant species.
 57. Replace native riparian zone vegetation damaged or destroyed by construction with at least fifteen (15) native trees, as shown in the approved plans. Plant the trees and shrubs within 10 feet of the ordinary high water line.
 58. Complete replanting of riparian vegetation during the first dormant season (late fall through late winter) after project completion per the approved plan. Maintain plantings for at least three years to ensure at least eighty percent of the plantings survive. Failure to achieve the eighty percent survival in year three will require you to submit a plan with follow-up measures to achieve requirements or reasons to modify requirements.
 59. Upon completion of the project, remove all materials or equipment from the site and dispose of all excess spoils and waste materials in an upland area above the limits of anticipated floodwater.
 60. Return water flow slowly to the in-water work area to prevent the downstream release of sediment laden water. If necessary, install silt fencing above the bypass outlet to capture sediment during re-watering of the channel.
 61. Remove temporary erosion and sediment control methods after job site is stabilized or within three months of project completion, whichever is sooner.

LOCATION #1:	Site Name: Sandpiper East Apartments North Crossing
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1312 139th Avenue NE, Bellevue, WA 98007						
WORK START:	January 12, 2024			WORK END:	January 11, 2029	
<u>WRIA</u>		<u>Waterbody:</u>			<u>Tributary to:</u>	
08 - Cedar - Sammamish		Kelsey Creek NF (rb)			Kelsey Creek	
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
NE 1/4	27	25 N	05 E	47.622664	-122.158000	King
<u>Location #1 Driving Directions</u>						
To reach the Sandpiper East Apartments site, take WA-520 E to Bellevue. Take the exit towards 124th Ave NE. Turn onto Northup Way westbound. Continue straight onto NE 20th St. Turn right (south) onto 140th Ave NE. Continue on 140th Ave NE until past Bellevue-Redmond Road and turn right (west) onto NE 13th St.						

APPLY TO ALL HYDRAULIC PROJECT APPROVALS

This Hydraulic Project Approval pertains only to those requirements of the Washington State Hydraulic Code, specifically Chapter 77.55 RCW. Additional authorization from other public agencies may be necessary for this project. The person(s) to whom this Hydraulic Project Approval is issued is responsible for applying for and obtaining any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

This Hydraulic Project Approval shall be available on the job site at all times and all its provisions followed by the person (s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work.

This Hydraulic Project Approval does not authorize trespass.

The person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work may be held liable for any loss or damage to fish life or fish habitat that results from failure to comply with the provisions of this Hydraulic Project Approval.

Failure to comply with the provisions of this Hydraulic Project Approval could result in civil action against you, including, but not limited to, a stop work order or notice to comply, and/or a gross misdemeanor criminal charge, possibly punishable by fine and/or imprisonment.

All Hydraulic Project Approvals issued under RCW 77.55.021 are subject to additional restrictions, conditions, or revocation if the Department of Fish and Wildlife determines that changed conditions require such action. The person(s) to whom this Hydraulic Project Approval is issued has the right to appeal those decisions. Procedures for filing appeals are listed below.



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MINOR MODIFICATIONS TO THIS HPA: You may request approval of minor modifications to the required work timing or to the plans and specifications approved in this HPA unless this is a General HPA. If this is a General HPA you must use the Major Modification process described below. Any approved minor modification will require issuance of a letter documenting the approval. A minor modification to the required work timing means any change to the work start or end dates of the current work season to enable project or work phase completion. Minor modifications will be approved only if spawning or incubating fish are not present within the vicinity of the project. You may request subsequent minor modifications to the required work timing. A minor modification of the plans and specifications means any changes in the materials, characteristics or construction of your project that does not alter the project's impact to fish life or habitat and does not require a change in the provisions of the HPA to mitigate the impacts of the modification. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a minor modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are seeking a minor modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234, or by email to HPAapplications@dfw.wa.gov. You should allow up to 45 days for the department to process your request.

MAJOR MODIFICATIONS TO THIS HPA: You may request approval of major modifications to any aspect of your HPA. Any approved change other than a minor modification to your HPA will require issuance of a new HPA. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a major modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are requesting a major modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send your written request by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234. You may email your request for a major modification to HPAapplications@dfw.wa.gov. You should allow up to 45 days for the department to process your request.

APPEALS INFORMATION

If you wish to appeal the issuance, denial, conditioning, or modification of a Hydraulic Project Approval (HPA), Washington Department of Fish and Wildlife (WDFW) recommends that you first contact the department employee who issued or denied the HPA to discuss your concerns. Such a discussion may resolve your concerns without the need for further appeal action. If you proceed with an appeal, you may request an informal or formal appeal. WDFW encourages you to take advantage of the informal appeal process before initiating a formal appeal. The informal appeal process includes a review by department management of the HPA or denial and often resolves issues faster and with less legal complexity than the formal appeal process. If the informal appeal process does not resolve your concerns, you may advance your appeal to the formal process. You may contact the HPA Appeals Coordinator at (360) 902-2534 for more information.

A. INFORMAL APPEALS: WAC 220-660-460 is the rule describing how to request an informal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete informal appeal procedures. The following information summarizes that rule.



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A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request an informal appeal of that action. You must send your request to WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. WDFW must receive your request within 30 days from the date you receive notice of the decision. If you agree, and you applied for the HPA, resolution of the appeal may be facilitated through an informal conference with the WDFW employee responsible for the decision and a supervisor. If a resolution is not reached through the informal conference, or you are not the person who applied for the HPA, the HPA Appeals Coordinator or designee may conduct an informal hearing or review and recommend a decision to the Director or designee. If you are not satisfied with the results of the informal appeal, you may file a request for a formal appeal.

B. FORMAL APPEALS: WAC 220-660-470 is the rule describing how to request a formal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete formal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request a formal appeal of that action. You must send your request for a formal appeal to the clerk of the Pollution Control Hearings Boards and serve a copy on WDFW within 30 days from the date you receive notice of the decision. You may serve WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, you may request a formal appeal within 30 days from the date you receive the Director's or designee's written decision in response to the informal appeal.

C. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS: If there is no timely request for an appeal, the WDFW action shall be final and unappealable.

Habitat Biologist Julian.Douglas@dfw.wa.gov
Julian Douglas 206-584-9808

for Director
WDFW

Justin Matthews

From: noreply_WPB <noreply_WPB@bellevuewa.gov>
Sent: Thursday, October 17, 2024 8:14 AM
To: Justin Matthews
Cc: Folsom, Drew
Subject: City of Bellevue Notice of Decision 10-17-24

The following notice was published in the Weekly Permit Bulletin on October 17, 2024. You are the applicant for this project. If you have any questions, please contact [Drew Folsom](#).

NOTICE OF DECISION

Project Name: [Culvert Replacement Sandpiper East Apartments - Fish Enhancement](#)

Location: 1312 139th Avenue NE

Neighborhood Area: Crossroads

File Number: 24-101374-LO

Description: Critical Areas Land Use permit approval to replace an existing undersized and failing culvert with a 50-foot bridge, expand the existing floodplain, install large woody debris and other habitat features and restore the adjacent riparian area. The City review is related to floodplain impacts only, consistent with RCW 77.55.181(4). Mitigation plantings are proposed to compensate for associated impacts.

Decision: Approval with Conditions

Concurrency Determination: N/A

SEPA: Exempt

Appeal Period Ends: October 31, 2024, 5 PM. Refer to page one for information on how to appeal a project.

Date of Application: January 16, 2024

Completeness Date: February 15, 2024

Notice of Application Date: February 29, 2024

Applicant Contact: Justin Matthews, KPFF Consulting Engineers, 206-926-0478, justin.matthews@kpff.com

City Planner Contact: Drew Folsom, 425-452-4441, DFolsom@bellevuewa.gov

To learn more about this project:

- Click the **Project Name** to view digital documentation.
- Any person may request additional information and submit written comments on this application to the **City Planner listed above.**
- Submit a request online to review the project file at Bellevuewa.gov/city-government/departments/city-clerks-office/public-records/development-services-records
- You can access the weekly permit bulletin by clicking on this link: [Weekly Permit Bulletins](#)

Want to receive the bulletin by email?

Go to the Weekly Permit Bulletin page on our city website at bellevuewa.gov/permit-bulletin. Click the Subscribe button to join the mailing list. You will continue to receive the bulletin weekly until you unsubscribe from this service.

Charolett Henderson

Administrative Assistant

Development Services, City of Bellevue

chenderson@BellevueWa.Gov

Justin Matthews

From: Chi, Arturo <AChi@bellevuewa.gov>
Sent: Thursday, November 14, 2024 2:41 PM
To: Justin Matthews
Cc: John Eliason
Subject: RE: UE 23 108232 Sandpiper Apts Bridge -Going to Bid

Good afternoon Justin,

The utilities permit is in 'Ready To Issue' status and it will get issued when the contractor provides his license information.

Also note that I will no longer be in the Utilities Department. My last day in the Utilities Development Services Team is Friday 11/15/24. Thank you.



Arturo Chi, PE, LEED AP
 Utilities Engineer
 Utilities Department • Engineering Division
 Direct (425) 452-4119 • achi@Bellevuewa.gov
 PO Box 90012 • Bellevue, Washington • 98009-9012

From: Justin Matthews <Justin.Matthews@kpff.com>
Sent: Thursday, November 14, 2024 1:45 PM
To: Chi, Arturo <AChi@bellevuewa.gov>
Cc: John Eliason <JohnE@kcha.org>
Subject: UE 23 108232 Sandpiper Apts Bridge -Going to Bid

[EXTERNAL EMAIL Notice!] Outside communication is important to us. Be cautious of phishing attempts. Do not click or open suspicious links or attachments.

Hi Arturo,

We are getting ready to go to bid for this project and I just wanted to you have you reply to this email and confirm for our KCHA PM John what you've told me via phone, that effectively we've done all that we can do toward UE issuance until we have the Contractor on board. Then the UE can be issued after they are on board.

Can you confirm the documents that we will complete to issue the UE once we have the Contractor?

The documents I have noted for completion are:

C-5 Approval of Utility Contractor

C-7 Certificate of Developers Insurance

C-12 Permits: Land Use Permit has been issued 24 101374 LO (this covers our Clear & Grade-discuss w Drew Folsom if needed)

C-21 Plans Signed and Dated, approved for construction (Any reason we can't do this step now?)

C-22 Construction Packet Prepared

C-23 Notification of calling inspection for Pre-Con

C-24 UE is issued.....

I think you said that was typically a matter of a 2-3 weeks to issue?

Thanks for your reply and any corrections to the above

Justin



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Principal, Transportation

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US Army Corps
of Engineers ®
Seattle District

NATIONWIDE PERMIT 14

Terms and Conditions



2021 NWP - Final 41; Effective Date: February 25, 2022

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- A. Description of Authorized Activities
 - B. U.S. Army Corps of Engineers (Corps) National General Conditions for All Final 41 NWPs
 - C. Seattle District Regional General Conditions
 - D. Seattle District Regional Specific Conditions for this Nationwide Permit (NWP)
 - E. 401 Water Quality Certification (401 WQC) for this NWP
 - F. Coastal Zone Management Consistency Response for this NWP
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In addition to any special condition that may be required on a case-by-case basis by the District Engineer, the following terms and conditions must be met, as applicable, for a Nationwide Permit (NWP) authorization to be valid in Washington State.

A. DESCRIPTION OF AUTHORIZED ACTIVITIES

14. Linear Transportation Projects. Activities required for crossings of waters of the United States associated with the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, driveways, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge of dredged or fill material cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge of dredged or fill material cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges of dredged or fill material, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge of dredged or fill material in a special aquatic site, including wetlands. (See general condition 32.) (Authorities: Sections 10 and 404)

Note 1: For linear transportation projects crossing a single waterbody more than one time at separate and distant locations, or multiple waterbodies at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. Linear transportation projects must comply with 33 CFR 330.6(d).

Note 2: Some discharges of dredged or fill material for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4).

Note 3: For NWP 14 activities that require pre-construction notification, the PCN must include any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings that require Department of the Army authorization but do not require pre-construction notification (see paragraph (b)(4) of general condition 32). The district engineer will evaluate the PCN in accordance with Section D, "District Engineer's Decision." The district engineer may require mitigation to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see general condition 23).

B. CORPS NATIONAL GENERAL CONDITIONS FOR ALL 2021 NWPs - FINAL 41

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his or her authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Structures and Fills. Temporary structures must be removed, to the maximum extent practicable, after their use has been discontinued. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. Permittees shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has

determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify designated critical habitat or critical habitat proposed for such designation. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless ESA section 7 consultation addressing the consequences of the proposed activity on listed species or critical habitat has been completed. See 50 CFR 402.02 for the definition of "effects of the action" for the purposes of ESA section 7 consultation, as well as 50 CFR 402.17, which provides further explanation under ESA section 7 regarding "activities that are reasonably certain to occur" and "consequences caused by the proposed action."

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA (see 33 CFR 330.4(f)(1)). If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat or critical habitat proposed for such designation, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation), the pre-construction notification must include the name(s) of the endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or that utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. For activities where the non-Federal applicant has identified listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have "no effect" on listed species (or species proposed for listing or designated critical habitat (or critical habitat proposed for such designation), or until ESA section 7 consultation or conference has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation or conference with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWPs.

(e) Authorization of an activity by an NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the FWS or the NMFS, the

Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring that an action authorized by an NWP complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting the appropriate local office of the U.S. Fish and Wildlife Service to determine what measures, if any, are necessary or appropriate to reduce adverse effects to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties. (a) No activity is authorized under any NWP which may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)(1)). If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation

Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts commensurate with potential impacts, which may include background research, consultation, oral history interviews, sample field investigation, and/or field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect.

(d) Where the non-Federal applicant has identified historic properties on which the proposed NWP activity might have the potential to cause effects and has so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed. For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. Permittees that discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by an NWP, they must immediately notify the district engineer of what they have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, 52, 57 and 58 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed by permittees in the

designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWP's only after she or he determines that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) Compensatory mitigation at a minimum one-for-one ratio will be required for all losses of stream bed that exceed 3/100-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. This compensatory mitigation requirement may be satisfied through the restoration or enhancement of riparian areas next to streams in accordance with paragraph (e) of this general condition. For losses of stream bed of 3/100-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. If restoring riparian areas involves planting vegetation, only native species should be planted. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWP, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f).)

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). If permittee-responsible mitigation is the proposed option, and the proposed compensatory mitigation site is located on land in which another federal agency holds an easement, the district engineer will coordinate with that federal agency to determine if proposed compensatory mitigation project is compatible with the terms of the easement.

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan needs to address only the baseline conditions at the impact site and the number of credits to be provided (see 33 CFR 332.4(c)(1)(ii)).

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United

States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state or federal, dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. (a) Where the certifying authority (state, authorized tribe, or EPA, as appropriate) has not previously certified compliance of an NWP with CWA section 401, a CWA section 401 water quality certification for the proposed discharge must be obtained or waived (see 33 CFR 330.4(c)). If the permittee cannot comply with all of the conditions of a water quality certification previously issued by certifying authority for the issuance of the NWP, then the permittee must obtain a water quality certification or waiver for the proposed discharge in order for the activity to be authorized by an NWP.

(b) If the NWP activity requires pre-construction notification and the certifying authority has not previously certified compliance of an NWP with CWA section 401, the proposed discharge is not authorized by an NWP until water quality certification is obtained or waived. If the certifying authority issues a water quality certification for the proposed discharge, the permittee must submit a copy of the certification to the district engineer. The discharge is not authorized by an NWP until the district engineer has notified the permittee that the water quality certification requirement has been satisfied by the issuance of a water quality certification or a waiver.

(c) The district engineer or certifying authority may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). If the permittee cannot comply with all of the conditions of a coastal zone management consistency concurrence previously issued by the state, then the permittee must obtain an individual coastal zone management consistency concurrence or presumption of concurrence in order for the activity to be authorized by an NWP. The district engineer or a state may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its CWA section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is authorized, subject to the following restrictions:

(a) If only one of the NWPs used to authorize the single and complete project has a specified acreage limit, the acreage loss of waters of the United States cannot exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

(b) If one or more of the NWPs used to authorize the single and complete project has specified acreage limits, the acreage loss of waters of the United States authorized by those NWPs cannot exceed their respective specified acreage limits. For example, if a commercial development is constructed under NWP 39, and the single and complete project includes the filling of an upland ditch authorized by NWP 46, the maximum acreage loss of waters of the United States for the commercial development under NWP 39 cannot exceed 1/2-acre, and the total acreage loss of waters of United States due to the NWP 39 and 46 activities cannot exceed 1 acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

“When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

(Transferee)

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the activity and mitigation.

The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires review by, or permission from, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a “USACE project”), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission and/or review is not authorized by an NWP until the appropriate Corps office issues the section 408 permission or completes its review to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification. (a) *Timing*. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30

day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) *Contents of Pre-Construction Notification:* The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed activity;

(3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

(4) (i) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures.

(ii) For linear projects where one or more single and complete crossings require pre-construction notification, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters (including those single and complete crossings authorized by an NWP but do not require PCNs). This information will be used by the district engineer to evaluate the cumulative adverse environmental effects of the proposed linear project, and does not change those non-PCN NWP activities into NWP PCNs.

(iii) Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial and intermittent streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45-day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-federal permittees, if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat (or critical habitat proposed for such designation), the PCN must include the name(s) of those endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

(10) For an NWP activity that requires permission from, or review by, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from, or review by, the Corps office having jurisdiction over that USACE project.

(c) *Form of Pre-Construction Notification:* The nationwide permit pre-construction notification form (Form ENG 6082) should be used for NWP PCNs. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) *Agency Coordination:* (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iii) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure that the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

C. SEATTLE DISTRICT REGIONAL GENERAL CONDITIONS: The following conditions apply to the 2021 NWPs - Final 41 NWPs for the Seattle District in Washington State, as applicable.

RGC 1, Project Drawings

Drawings must be submitted with pre-construction notification (PCN). Drawings must provide a clear understanding of the proposed project, and how waters of the United States will be affected. Drawings must be originals and not reduced copies of large-scale plans. Engineering drawings are not required. Existing and proposed site conditions (manmade and landscape features) must be drawn to scale.

RGC 2, Aquatic Resources Requiring Special Protection

A PCN is required for activities resulting in a loss of waters of the United States in wetlands in dunal systems along the Washington coast, mature forested wetlands, bogs and peatlands, aspen-dominated wetlands, alkali wetlands, vernal pools, camas prairie wetlands, estuarine wetlands, and wetlands in coastal lagoons.

RGC 3, New Bank Stabilization in Tidal Waters of Puget Sound

Activities involving new bank stabilization in tidal waters in Water Resource Inventory Areas (WRIAs) 8, 9, 10, 11 and 12 (within the areas identified on Figures 1a through 1e) cannot be authorized by NWP.

RGC 4, Commencement Bay

No permanent losses of wetlands or mudflats within the Commencement Bay Study Area may be authorized by any NWP (see Figure 2).

RGC 5, Bank Stabilization

All projects including new or maintenance bank stabilization activities in waters of the United States where salmonid species are present or could be present, requires PCN to the U.S. Army Corps of Engineers (Corps) (see NWP general condition 32).

For new bank stabilization projects only, the following must be submitted to the Corps:

- a. The cause of the erosion and the distance of any existing structures from the area(s) being stabilized.
- b. The type and length of existing bank stabilization within 300 feet of the proposed project.
- c. A description of current conditions and expected post-project conditions in the waterbody.
- d. A statement describing how the project incorporates elements avoiding and minimizing adverse environmental effects to the aquatic environment and nearshore riparian area, including vegetation impacts in the waterbody.

In addition to a. through d., the results from any relevant geotechnical investigations can be submitted with the PCN if it describes current or expected conditions in the waterbody.

RGC 6, Crossings of Waters of the United States

Any project including installing, replacing, or modifying crossings of waters of the United States, such as culverts or bridges, requires submittal of a PCN to the U.S. Army Corps of Engineers (see NWP general condition 32).

If a culvert is proposed to cross waters of the U.S. where salmonid species are present or could be present, the project must apply the stream simulation design method from the Washington Department of Fish and Wildlife located in the *Water Crossing Design Guidelines* (2013), or a design method which provides passage at all life stages at all flows where the salmonid species would naturally seek passage. If the stream simulation design method is not applied for a culvert where salmonid species are present or could be present, the project proponent must provide a rationale in the PCN sufficient to establish one of the following:

- a. The existence of extraordinary site conditions.
- b. How the proposed design will provide equivalent or better fish passage and fisheries habitat benefits than the stream simulation design method.

Culverts installed under emergency authorization that do not meet the above design criteria will be required to meet the above design criteria to receive an after-the-fact nationwide permit verification.

RGC 7, Stream Loss

A PCN is required for all activities that result in the loss of any linear feet of streams.

RGC 8, Construction Boundaries

Permittees must clearly mark all construction area boundaries within waters of the United States before beginning work on projects that involve grading or placement of fill. Boundary markers and/or construction fencing must be maintained and clearly visible for the duration of construction. Permittees should avoid and minimize removal of native vegetation (including submerged aquatic vegetation) to the maximum extent possible.

RGC 9, ESA Reporting to NMFS

For any nationwide permit that may affect threatened or endangered species;

Incidents where any individuals of fish species, marine mammals and/or sea turtles listed by National Oceanic and Atmospheric Administration Fisheries, National Marine Fisheries Service (NMFS) under the Endangered Species Act appear to be injured or killed as a result of discharges of dredged or fill material into waters of the U.S. or structures or work in navigable waters of the U.S. authorized by this Nationwide Permit verification shall be reported to NMFS, Office of Protected Resources at (301) 713-1401 and the Regulatory Office of the Seattle District of the U.S. Army Corps of Engineers at (206) 764-3495. The finder should leave the animal alone, make note of any circumstances likely causing the death or injury, note the location and number of individuals involved and, if possible, take photographs. Adult animals should not be disturbed unless circumstances arise where they are obviously injured or killed by discharge exposure or some unnatural cause. The finder may be asked to carry out instructions provided by the NMFS to collect specimens or take other measures to ensure that evidence intrinsic to the specimen is preserved.

D. SEATTLE DISTRICT REGIONAL SPECIFIC CONDITIONS FOR THIS NWP:

NWP 14 Specific Regional Conditions:

1. A pre-construction notification must be submitted to the district engineer (see NWP general condition 32) for linear transportation project crossings in tidal waters.

E. 401 WATER QUALITY CERTIFICATION: Depending on the geographic region of the work authorized by this verification, the appropriate 401 certifying authority has made the following determinations:

Washington Department of Ecology (Ecology) (Projects in all areas except as described for the other certifying agencies listed below): General and Specific WQC Conditions

A. State General Conditions for all Nationwide Permits

In addition to all of the U.S. Army Corps of Engineers' (Corps) national and Seattle District's regional permit conditions, the following state general Water Quality Certification (WQC) conditions **apply to all NWPs whether granted or granted with conditions** in Washington where Ecology is the certifying authority.

Due to the lack of site specific information on the discharge types, quantities, and specific locations, as well as the condition of receiving waters and the quantity of waters (including wetlands) that may be lost, Ecology may need to review the project if one of the following state general conditions is triggered.

This case-by-case review may be required, and additional information regarding the project and associated discharges may be needed, to verify that the proposed project would comply with state water quality requirements and if an individual WQC is required or if the project meets this programmatic WQC.

1. **In-water construction activities.** Ecology WQC review is required for projects or activities authorized under NWPs where the project proponent has indicated on the Joint Aquatic Resource Permit Application (JARPA) question 9e that the project or activity will not meet State water quality standards, or has provided information indicating that the project or activity will cause, or may be likely to cause or contribute to an exceedance of a State water quality standard (Chapter 173-201A WAC) or sediment management standard (Chapter 173-204 WAC).

Note: In-water activities include any activity within a jurisdictional wetland and/or waters.

2. **Projects or Activities Discharging to Impaired Waters.** Ecology WQC review is required for projects or activities that will occur in a 303(d) listed segment of a waterbody or upstream of a listed segment and may result in further exceedances of the specific listed parameter to determine if the project meets this programmatic WQC or will require individual WQC.

To determine if your project or activity is in a 303(d) listed segment of a waterbody, visit Ecology's Water Quality Assessment webpage for maps and search tools.

3. **Aquatic resources requiring special protection.** Certain aquatic resources are unique and difficult-to-replace components of the aquatic environment in Washington. Activities that would affect these resources must be avoided to the greatest extent practicable. Compensating for adverse impacts to high value aquatic resources is typically difficult, prohibitively expensive, and may not be possible in some landscape settings.

Ecology WQC review is required for projects or activities in areas identified below to determine if the project meets this programmatic WQC or will require individual WQC.

- a. Activities in or affecting the following aquatic resources:

- i. Wetlands with special characteristics (as defined in the Washington State Wetland Rating Systems for western and eastern Washington, Ecology Publications #14-06-029 and #14-06-030):
 - Estuarine wetlands.
 - Wetlands of High Conservation Value.
 - Bogs.
 - Old-growth forested wetlands and mature forested wetlands.
 - Wetlands in coastal lagoons.
 - Wetlands in dunal systems along the Washington coast.
 - Vernal pools.
 - Alkali wetlands.
 - ii. Fens, aspen-dominated wetlands, camas prairie wetlands.
 - iii. Category I wetlands.
 - iv. Category II wetlands with a habitat score ≥ 8 points.
- b. Activities in or resulting in a loss of eelgrass (*Zostera marina*) beds.

This state general condition does not apply to the following NWP:

NWP 20 – Response Operations for Oil and Hazardous Substances

NWP 32 – Completed Enforcement Actions

NWP 48 – Commercial Shellfish Mariculture Activities

- 4. Loss of More than 300 Linear Feet of Streambed.** For any project that results in the loss of more than 300 linear feet of streambed Ecology WQC review is required to determine if the project meets this programmatic WQC or will require individual WQC.
- 5. Temporary Fills.** For any project or activity with temporary fill in wetlands or other waters for more than six months Ecology WQC review is required to determine if the project meets this programmatic WQC or will require individual WQC.
- 6. Mitigation.** Project proponents are required to show that they have followed the mitigation sequence and have first avoided and minimized impacts to aquatic resources wherever practicable. For projects requiring Ecology WQC review or an individual WQC with unavoidable impacts to aquatic resources, a mitigation plan must be provided.
- a. Wetland mitigation plans submitted for Ecology review and approval shall be based on the most current guidance provided in Wetland Mitigation in Washington State, Parts 1 and 2 (available on Ecology's website) and shall, at a minimum, include the following:
 - i. A description of the measures taken to avoid and minimize impacts to wetlands and other waters of the U.S.
 - ii. The nature of the proposed impacts (i.e., acreage of wetlands and functions lost or degraded).
 - iii. The rationale for the mitigation site that was selected.
 - iv. The goals and objectives of the compensatory mitigation project.

- v. How the mitigation project will be accomplished, including construction sequencing, best management practices to protect water quality, proposed performance standards for measuring success and the proposed buffer widths.
- vi. How it will be maintained and monitored to assess progress toward goals and objectives. Monitoring will generally be required for a minimum of five years. For forested and scrub-shrub wetlands, 10 years of monitoring will often be necessary.
- vii. How the compensatory mitigation site will be legally protected for the long term.

Refer to Wetland Mitigation in Washington State – Part 2: Developing Mitigation Plans (Ecology Publication #06-06-011b) and Selecting Wetland Mitigation Sites Using a Watershed Approach (Ecology Publications #09-06-032 (Western Washington) and #10-06-007 (Eastern Washington)) for guidance on selecting suitable mitigation sites and developing mitigation plans.

Ecology encourages the use of alternative mitigation approaches, including credit/debit methodology, advance mitigation, and other programmatic approaches such as mitigation banks and in-lieu fee programs. If you are interested in proposing use of an alternative mitigation approach, consult with the appropriate Ecology regional staff person. Information on alternative mitigation approaches is available on Ecology's website.

- b. Mitigation for other aquatic resource impacts will be determined on a case-by-case basis.

7. Stormwater Pollution Prevention. All projects involving land disturbance or impervious surfaces must implement stormwater pollution prevention or control measures to avoid discharge of pollutants in stormwater runoff to waters.

- a. For land disturbances during construction, the applicant must obtain and implement permits (e.g., Construction Stormwater General Permit) where required and follow Ecology's current stormwater manual.
- b. Following construction, prevention or treatment of on-going stormwater runoff from impervious surfaces shall be provided.

Ecology's Stormwater Management and Design Manuals and stormwater permit information are available on Ecology's website.

8. Application. For projects or activities that will require Ecology WQC review, or an individual WQC, project proponents must provide Ecology with a JARPA or the equivalent information, along with the documentation provided to the Corps, as described in national general condition 32, Pre-Construction Notification (PCN), including, where applicable:

- a. A description of the project, including site plans, project purpose, direct and indirect adverse environmental effects the project discharge(s) would cause, best management practices (BMPs), and proposed means to monitor the discharge(s).
- b. List of all federal, state or local agency authorizations required to be used for any part of the proposed project or any related activity.
- c. Drawings indicating the OHWM, delineation of special aquatic sites, and other waters of

the state. Wetland delineations must be prepared in accordance with the current method required by the Corps and shall include Ecology's Wetland Rating form. Wetland Rating forms are subject to review and verification by Ecology staff.

Guidance for determining the OHWM is available on Ecology's website.

- d. A statement describing how the mitigation requirement will be satisfied. A conceptual or detailed mitigation or restoration plan may be submitted. See state general condition 5.
- e. Other applicable requirements of Corps NWP general condition 32, Corps regional conditions, or notification conditions of the applicable NWP.

Ecology **grants with conditions Water Quality Certification (WQC)** for this NWP provided that Ecology individual WQC review is not required per the state general conditions (see above) and the following conditions:

1. Ecology WQC review is required if the project or activity is in a known contaminated or cleanup site to determine if an individual WQC is required or the project meets the programmatic WQC for this NWP.
2. Ecology individual WQC is required for projects or activities authorized under this NWP if:
 - a. The project or activity impacts more than 1/3 acre of waters; or
 - b. This NWP is authorized in conjunction with any other NWP.

Environmental Protection Agency (EPA) (on Tribal Lands where Tribes Do Not Have Treatment in a Similar Manner as a State and Lands with Exclusive Federal Jurisdiction in Washington):

On behalf of the 28 tribes that do not have treatment in a similar manner as a state and for exclusive federal jurisdiction lands located within the state of Washington, EPA Region 10 has determined that CWA Section 401 WQC for the following proposed NWPs is granted with conditions. EPA Region 10 has determined that any discharge authorized under the following proposed NWPs will comply with water quality requirements, as defined at 40 C.F.R. § 121.1(n), subject to the following conditions pursuant to CWA Section 401(d).

General Conditions:

EPA General Condition 1 – Aquatic Resources of Special Concern

Activities resulting in a point source discharge in the following types of aquatic resources of special concern shall request an individual project-specific CWA Section 401 WQC: mature forested wetlands; bogs, fens and other peatlands; vernal pools; aspen-dominated wetlands; alkali wetlands; camas prairie wetlands; wetlands in dunal systems along the Oregon or Washington Coast; riffle-pool complexes of streams; marine or estuarine mud-flats; salt marshes; marine waters with native eelgrass or kelp beds; or marine nearshore forage fish habitat. To identify whether a project would occur in any of these aquatic resources of special concern, project proponents shall use existing and available information to identify the location and type of resources, including using the U.S. Fish and Wildlife Service's online digital National Wetland Inventory maps, identifying project location on topographical maps, and/or providing on-site determinations as required by the Corps. When a project requires a Pre-Construction Notification (PCN) to the Corps, project proponents shall work with the Corps to identify whether the project is in any of these specific aquatic resources of special concern.

EPA General Condition 2 – Soil Erosion and Sediment Controls

Turbidity shall not exceed background turbidity by more than 50 Nephelometric Turbidity Units (NTU) above background instantaneously or more than 25 NTU above background for more than ten consecutive days.⁸ Projects or activities that are expected to exceed these levels require an individual project-specific CWA Section 401 WQC.

The turbidity standard shall be met at the following distances from the discharge:

Wetted Stream Width at Discharge Point	Approximate Downstream Point to Sample to Determine Compliance
Up to 30 feet	50 feet
>30 to 100 feet	100 feet
>100 feet to 200 feet	200 feet
>200 feet	300 feet
Lake, Pond, Reservoir	Lesser of 100 feet or maximum surface distance

For Marine Water	Point of Compliance for Temporary Area of Mixing
Estuaries or Marine Waters	Radius of 150 feet from the activity causing the turbidity exceedance

Measures to prevent and/or reduce turbidity shall be implemented and monitored prior to, during, and after construction. Turbidity monitoring shall be done at the point of compliance within 24 hours of a precipitation event of 0.25 inches or greater. During monitoring and maintenance, if turbidity limits are exceeded or if measures are identified as ineffective, then additional measures shall be taken to come into compliance and EPA shall be notified within 48 hours of the exceedance or measure failure.

EPA General Condition 3 - Compliance with Stormwater Pollution Prevention and the National Pollutant Discharge Elimination System Permit Provisions

For land disturbances during construction that 1) disturb one or more acres of land, or 2) will disturb less than one acre of land but are part of a common plan of development or sale that will ultimately disturb one or more acres of land, the permittee shall obtain and implement Construction Stormwater General Permit requirements,⁹ including:

1. The permittee shall develop a Stormwater Pollution Prevention Plan (SWPPP)¹⁰ and submit it to EPA Region 10 and appropriate Corps District; and
2. Following construction, prevention or treatment of ongoing stormwater runoff from impervious surfaces that includes soil infiltration shall be implemented.

EPA General Condition 4 – Projects or Activities Discharging to Impaired Waters

Projects or activities are not authorized under the NWP's if the project will involve point source discharges into an active channel (e.g., flowing or open waters) of a water of the U.S. listed as impaired under CWA Section 303(d) and/or if the waterbody has an approved Total Maximum Daily Load (TMDL) and the discharge may result in further exceedance of a specific parameter (e.g., total suspended solids, dissolved oxygen, temperature) for which the waterbody is listed or has an approved TMDL. The current lists of impaired waters of the U.S. under CWA Section 303(d) and waters of the U.S. for which a TMDL has been approved are available on EPA Region 10's web site at: <https://www.epa.gov/tmdl/impaired-waters-and-tmdls-region-10>.

EPA General Condition 5 – Notice to EPA

All project proponents shall provide notice to EPA Region 10 prior to commencing construction activities authorized by a NWP. This will provide EPA Region 10 with the opportunity to inspect the activity for the purposes of determining whether any discharge from the proposed project will violate this CWA Section 401 WQC. Where the Corps requires a PCN for an applicable NWP, the project proponent shall also provide the PCN to EPA Region 10. EPA Region 10 will provide written notification to the project proponent if the proposed project will violate the water quality certification of the NWP.

EPA General Condition 6 – Unsuitable Materials

The project proponent shall not use wood products treated with leachable chemical components (e.g., copper, arsenic, zinc, creosote, chromium, chloride, fluoride, pentachlorophenol), which result in a discharge to waters of the U.S., unless the wood products meet the following criteria:

1. Wood preservatives and their application shall be in compliance with EPA label requirements and criteria of approved EPA Registration Documents under the Federal Insecticide, Fungicide, and Rodenticide Act;
2. Use of chemically treated wood products shall follow the Western Wood Preservatives Institute (WWPI) guidelines and BMPs to minimize the preservative migrating from treated wood into the aquatic environment;
3. For new or replacement wood structures, the wood shall be sealed with non-toxic products such as water-based silica or soy-based water repellants or sealers to prevent or limit leaching. Acceptable alternatives to chemically treated wood include untreated wood, steel (painted, unpainted or coated with epoxy petroleum compound or plastic), concrete and plastic lumber; and
4. All removal of chemically treated wood products (including pilings) shall follow the most recent "EPA Region 10 Best Management Practices for Piling Removal and Placement in Washington State."

EPA NWP Specific Conditions:

NWP 14 is conditionally certified, subject to the general conditions listed above, except that an individual project-specific WQC is required for projects authorized under one or more NWP by the Corps that result(s) in:

1. Greater than 1/10 acre of impacts to waters of the U.S.; or
2. Greater than 300 linear feet of impacts to waters of the U.S.

Specific Tribes with Certifying Authority (Projects in Specific Tribal Areas):

WQC was issued by the Swinomish Indian Tribal Community. WQC was waived by the Confederated Tribes of the Chehalis Reservation and Colville Indian Reservation, Kalispel Tribe of Indians, Port Gamble S'Klallam Tribe, Quinault Indian Nation, and the Spokane Tribe of Indians. WQC was denied by the Lummi Nation, Makah Tribe, Puyallup Tribe of Indians, and the Tulalip Tribes; therefore, individual WQC is required from these tribes.

F. COASTAL ZONE MANAGEMENT ACT (CZMA) CONSISTENCY RESPONSE FOR THIS NWP:

Ecology's determination is that they concur with conditions that this NWP is consistent with CZMA.

CZM Federal Consistency Response – Concur with Conditions.

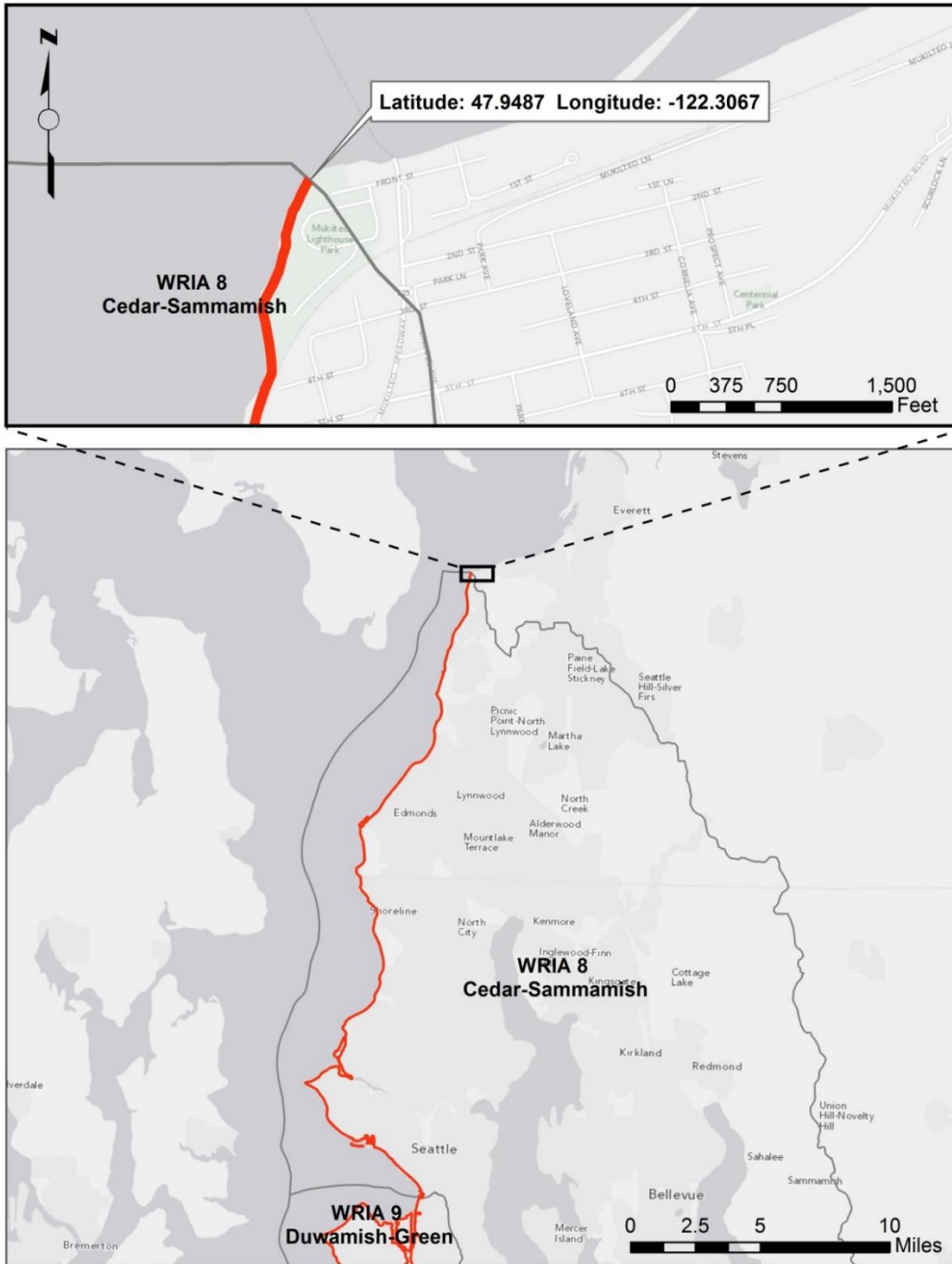
1. A CZM Federal Consistency Decision is required for projects or activities under this NWP if a State 401 Water Quality Certification is required.
2. A CZM Federal Consistency Decision is required for projects or activities under this NWP if they are pre-empting local or state permit requirements necessary to demonstrate compliance with

the CZMP's enforceable policies.

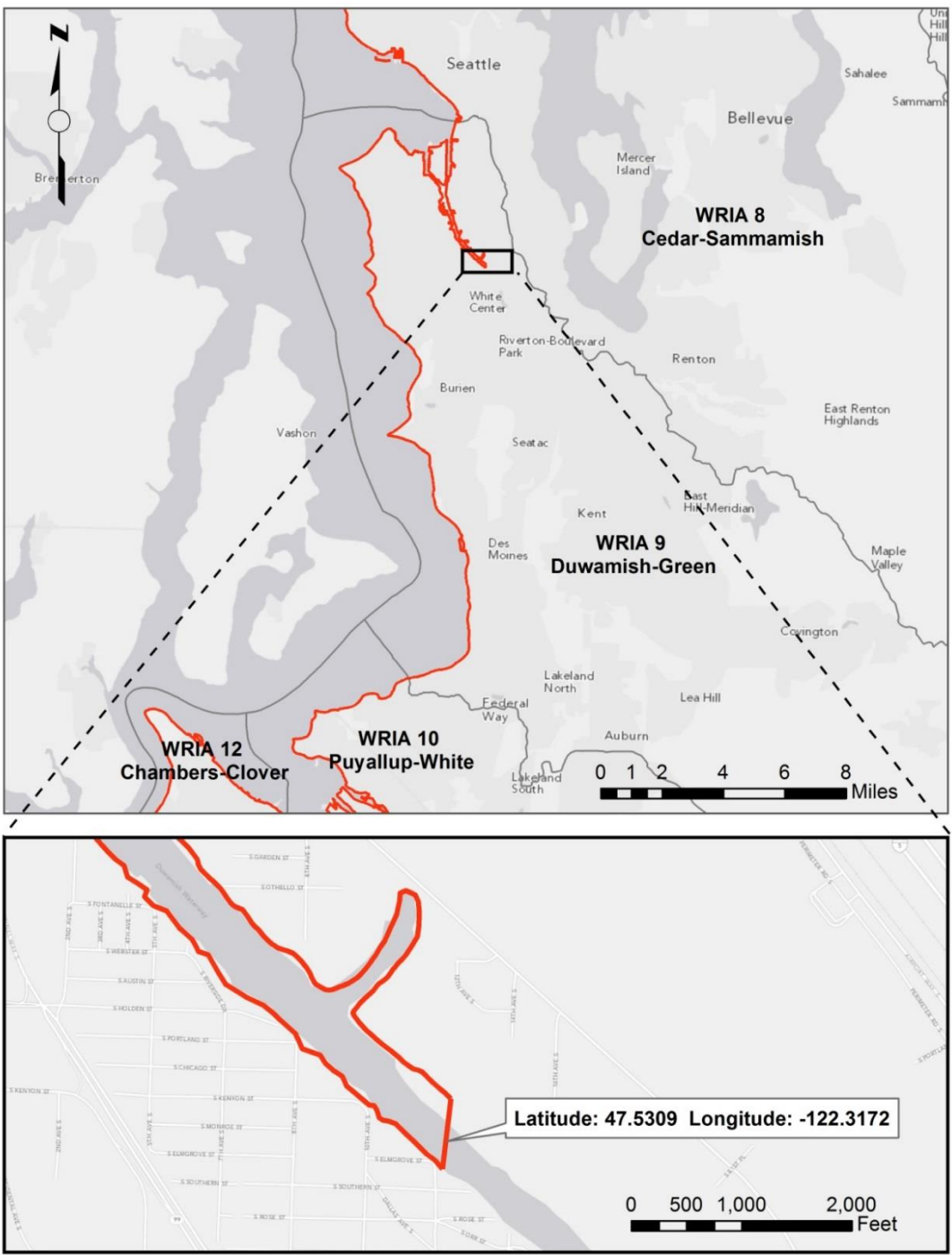
Seattle District Regional General Conditions - Figures

Figure 1: RGC 3 - WRIAs 8, 9, 10, 11, and 12

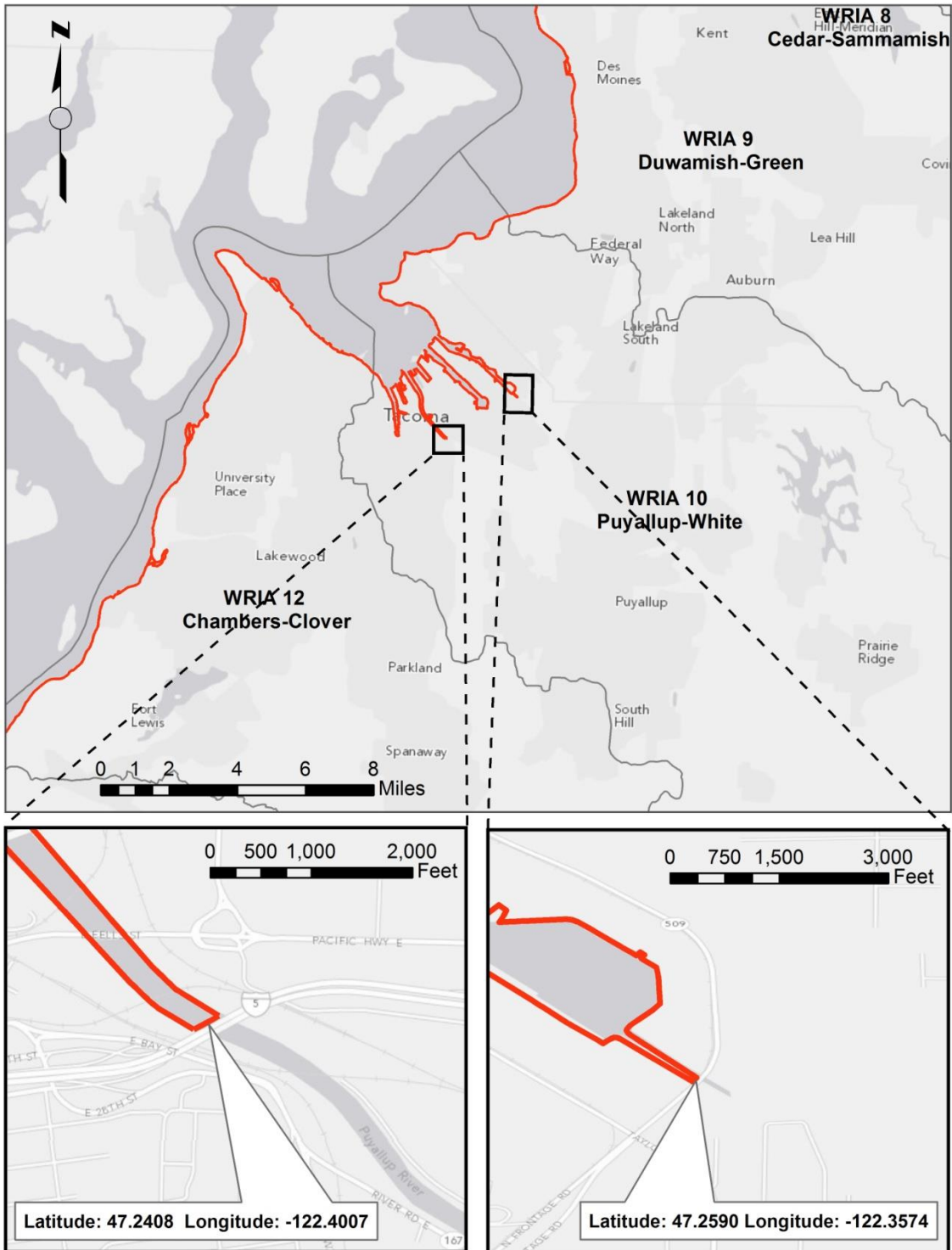
a. WRIA 8



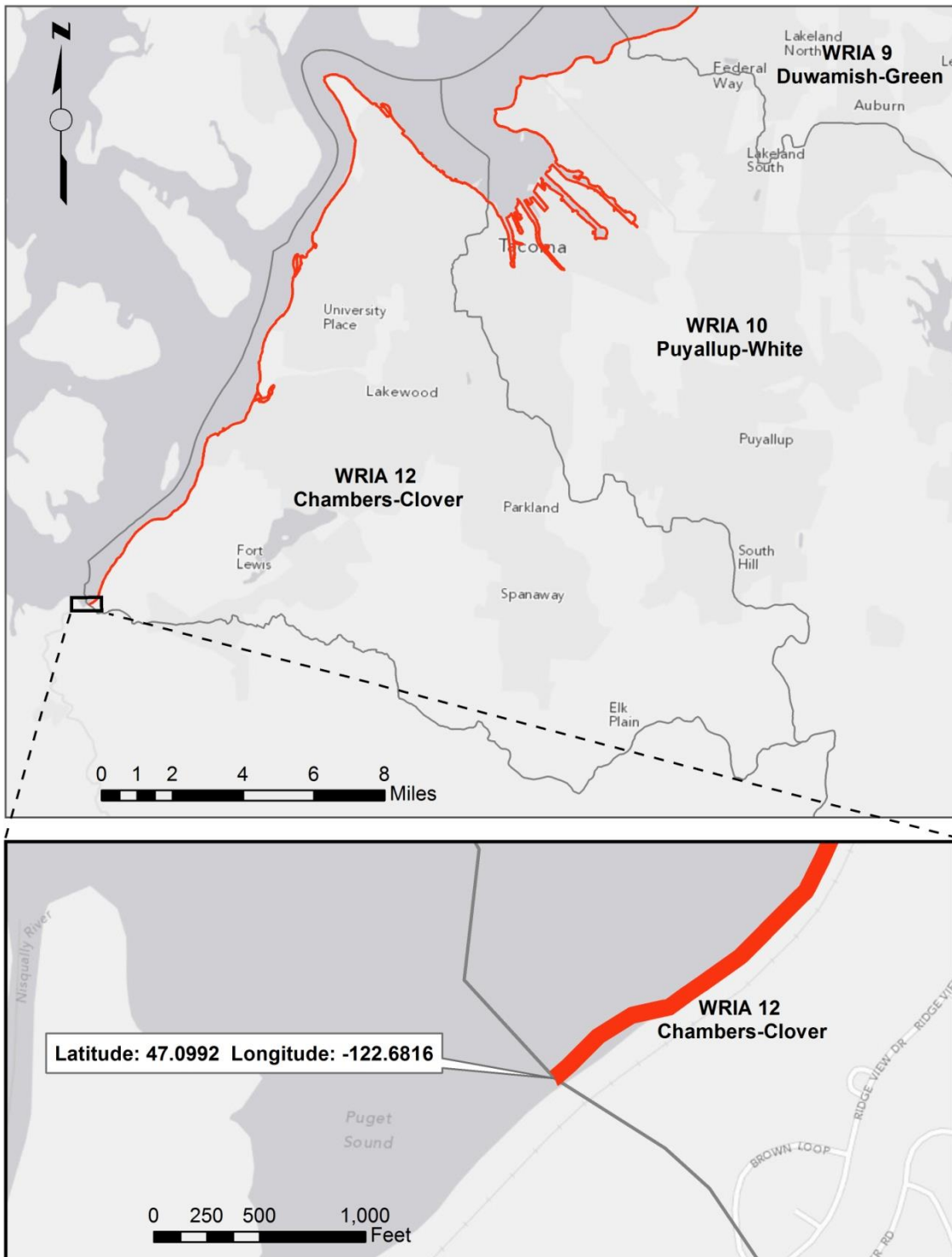
b. WRIA 9



c. WRIA 10



d. WRIA 12



e. WRIA 11

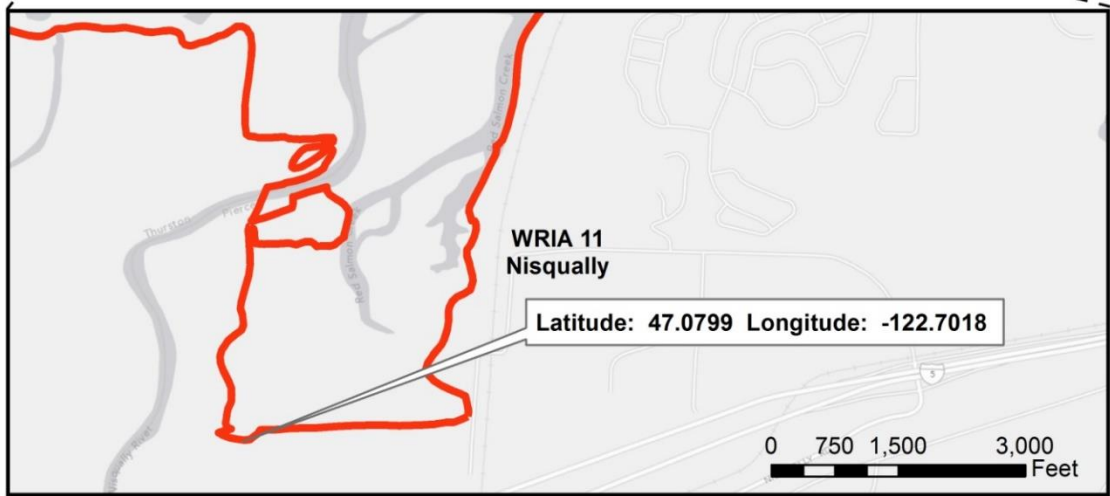
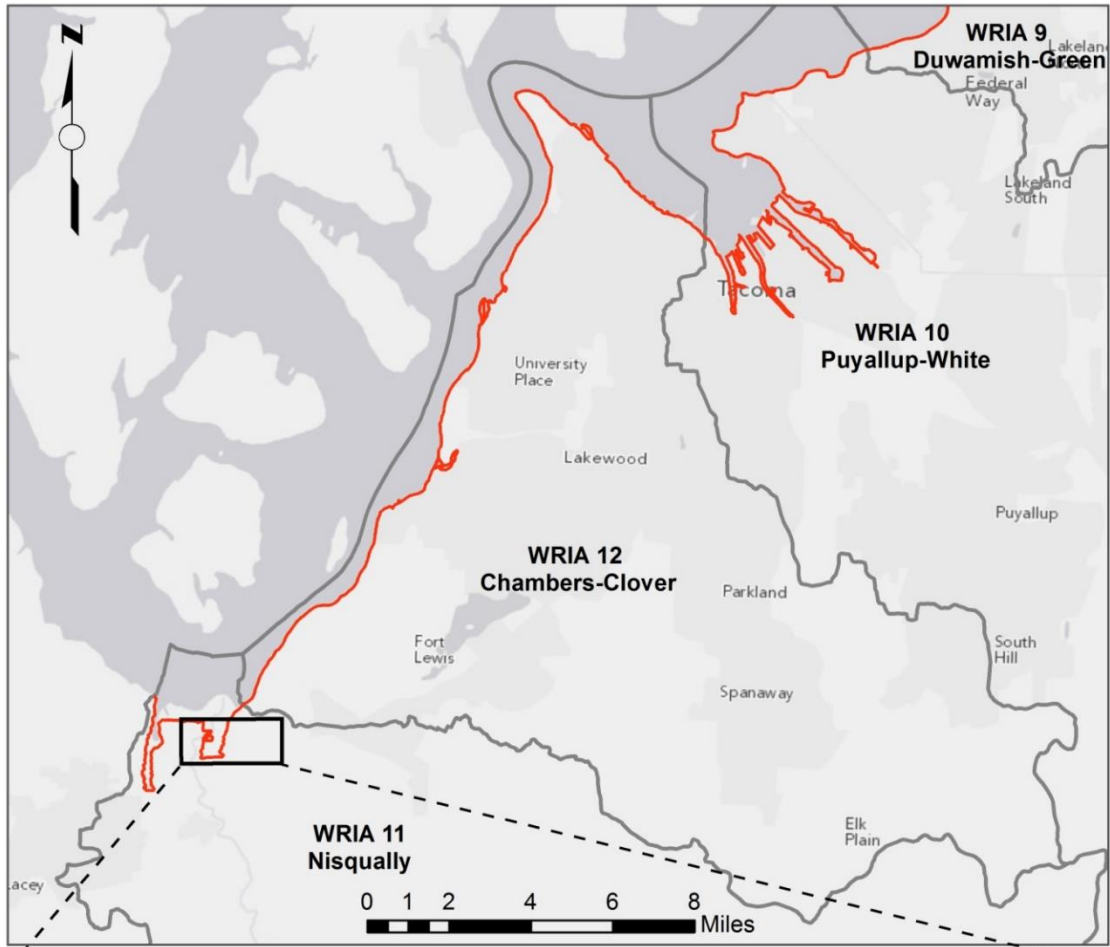
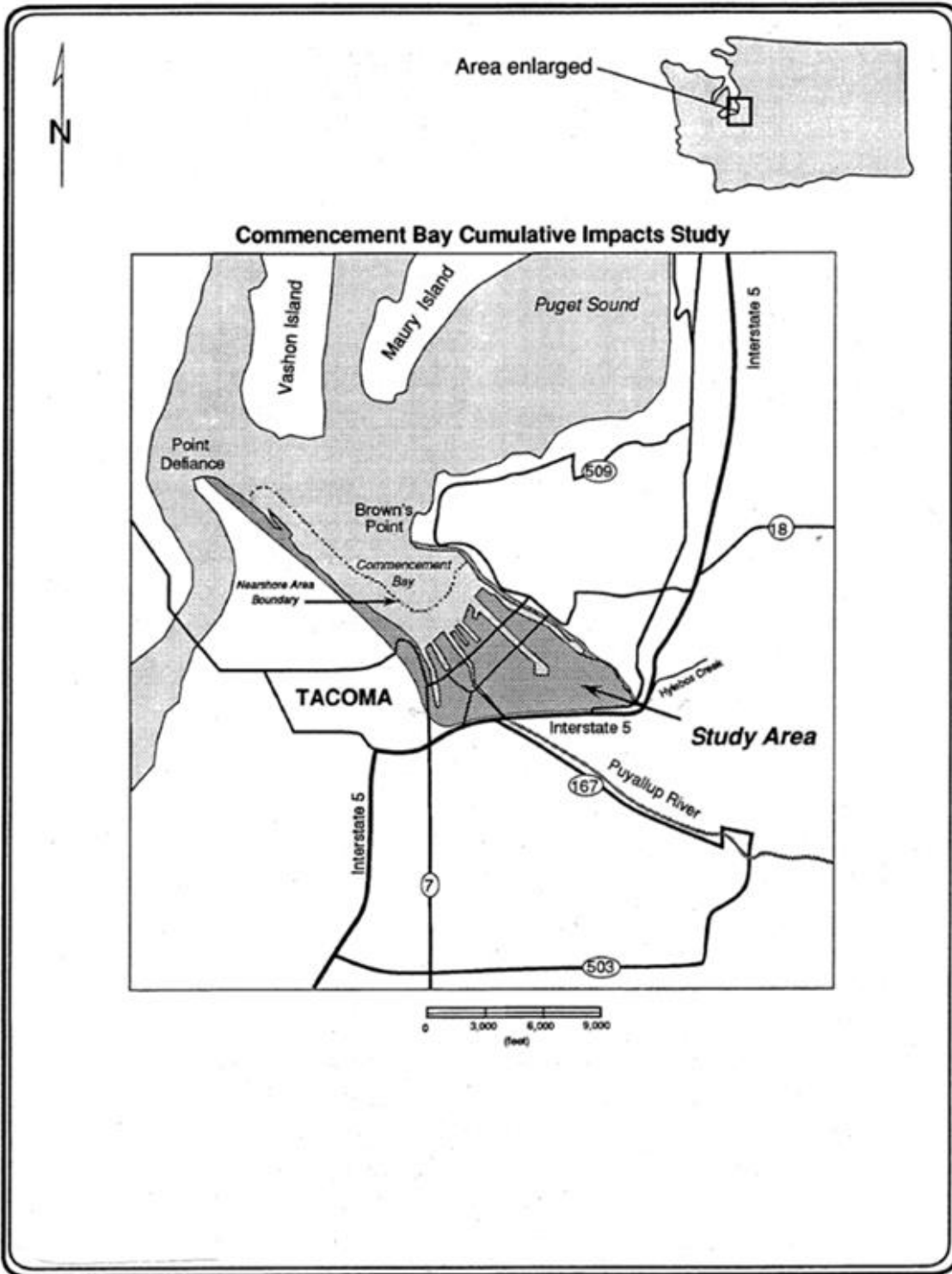


Figure 2. RGC 4 - Commencement Bay Study Area





**DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, SEATTLE DISTRICT
4735 EAST MARGINAL WAY SOUTH, BLDG 1202
SEATTLE, WA 98134-2388**

Regulatory Branch

June 11, 2024

Mr. John Eliason
King County Housing Authority
600 Andover Park West
Tukwila, Washington 98188

Reference: NWS-2022-945
King County Housing
Authority
(Flood Control
Improvements)

Dear Mr. Eliason:

We have reviewed your application to replace the existing 45 feet long and 20 feet wide (North Crossing) corrugated metal arch culvert with a new 38-foot-wide stream passage corridor, bridge, deck with railings, new utility crossings, and a pedestrian view overlook. Replacement of the North Crossing would include stream restoration enhancement including demolition and removal of approximately 165 feet of stream bank rock armor, realignment to eliminate the existing 90-degree bend, addition of streambed sediment and Large Woody Material (LWM) and riparian plantings in Kelsey Creek at Bellevue, King County, Washington. Based on the information you provided to us, Nationwide Permit (NWP) 14, *Linear Transportation Projects* (Federal Register December 27, 2021, Vol. 86, No. 245), authorizes your proposal as depicted on the enclosed drawings dated December 16, 2022.

In order for this authorization to be valid, you must ensure the work is performed in accordance with the enclosed *NWP 14, Terms and Conditions* and the following special conditions:

- a. In order to meet the requirements of the Endangered Species Act (ESA) and Magnuson-Stevens Fishery Conservation and Management Act (MSA) programmatic consultation Fish Passage and Restoration Actions in Washington State (FPRP III) (National Marine Fisheries Service (NMFS) Reference Number WCRO-2014-00004), you must implement and abide by the ESA requirements and/or agreements set forth in the Biological Opinion (BO) dated June 21, 2017, and the Project Information Form dated 4 January 2024, in the enclosed

document Appendix A: FPRP III Guidelines and Implementation Forms (NMFS Reference Number WCRO-2014-00004-6713). The BO is available on the U.S. Army Corps of Engineers (Corps) website (Permit Guidebook, Endangered Species, Programmatic Consultations, Fish Passage and Restoration Programmatic Consultations). Within 45 days of completing the permitted work in waters of the U.S., you must provide the Corps the information requested in the FPRP Action Completion Reporting Form in the enclosed document Appendix A: FPRP III Guidelines and Implementation Forms. If fish salvage occurs as part of your project, you must also provide the Corps the information requested in the FPRP Fish Salvage Reporting Form in the enclosed document Appendix A: FPRP III Guidelines and Implementation Forms, within 45 days of completing the permitted work in waters of the U.S. All information must prominently display the reference number NWS-2022-945. Failure to comply with these requirements constitutes non-compliance with the ESA and your Corps permit. The NMFS is the appropriate authority to determine compliance with the terms and conditions of their BO and with the ESA. If you cannot comply with the terms and conditions of this programmatic consultation, you must, prior to commencing construction, contact the Corps, Seattle District, Regulatory Branch for an individual consultation in accordance with the requirements of the ESA and/or the MSA.

- b. You must protect and preserve the riparian plantings and allow the vegetation to grow in a natural state for as long as the permitted project remains in place.
- c. In order to meet the requirements of the Endangered Species Act you may conduct the authorized activities from July 1 through August 15 in any year this permit is valid. You shall not conduct work authorized by this permit from August 16 through June 30 in any year this permit is valid, as approved by NMFS.

We have reviewed your project pursuant to the requirements of the Endangered Species Act, the Magnuson-Stevens Fishery Conservation and Management Act and the National Historic Preservation Act. We have determined this project complies with the requirements of these laws provided you comply with all of the permit general and special conditions.

Please be reminded that Special Condition "a" of your permit requires that you implement and abide by the Endangered Species Act (ESA) requirements set forth in the programmatic Biological Opinion (BO) for this project. In particular, within 45 days of project completion, you must provide the Action Completion Reporting Form and Fish Salvage Reporting Form, as described in the BO.

Please note that National General Condition 21, *Discovery of Previously Unknown Remains and Artifacts*, found in the *Nationwide Permit Terms and Conditions* enclosure, details procedures that must be followed should an inadvertent discovery occur. You must ensure that you comply with this condition during the construction of your project.

The authorized work complies with the Washington State Department of Ecology's (Ecology) Water Quality Certification (WQC) requirements and Coastal Zone Management (CZM) consistency determination decision for this NWP. No further coordination with Ecology for WQC and CZM is required.

You have not requested a jurisdictional determination for this proposed project. If you believe the U.S. Army Corps of Engineers does not have jurisdiction over all or portions of your project you may request a preliminary or approved jurisdictional determination (JD). If one is requested, please be aware that we may require the submittal of additional information to complete the JD and work authorized in this letter may not occur until the JD has been completed.

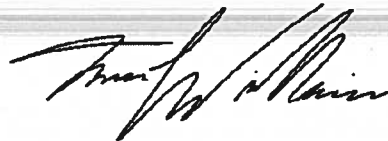
Our verification of this NWP authorization is valid until March 14, 2026, unless the NWP is modified, reissued, or revoked prior to that date. If the authorized work for the NWP authorization has not been completed by that date and you have commenced or are under contract to commence this activity before March 14, 2026, you will have until March 14, 2027, to complete the activity under the enclosed terms and conditions of this NWP. Failure to comply with all terms and conditions of this NWP verification invalidates this authorization and could result in a violation of Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act. You must also obtain all local, State, and other Federal permits that apply to this project.

You are cautioned that any change in project location or plans will require that you submit a copy of the revised plans to this office and obtain our approval before you begin work. Deviating from the approved plans could result in the assessment of criminal or civil penalties. Please note that we may need to reinitiate consultation with the National Marine Fisheries Service and/or U.S. Fish and Wildlife Service in order to authorize any work not already included in the enclosed plans. Civil administrative penalties are described in the enclosure *Clean Water Act Class I Administrative Penalties*.

Upon completing the authorized work, you must fill out and return the enclosed *Certificate of Compliance with Department of the Army Permit*. All compliance reports should be submitted to the U.S. Army Corps of Engineers, Seattle District, Regulatory Branch electronically at nws.compliance@usace.army.mil. Thank you for your cooperation during the permitting process. We are interested in your experience with our Regulatory Program and encourage you to complete a customer service survey.

Referenced documents and information about our program are available on our website at www.nws.usace.army.mil, select "Regulatory Permit Information". A copy of this letter with enclosures will be furnished to Mr. Callaghan of GeoEngineers, Inc. at jcallaghan@geoengineers.com. If you have any questions, please contact me at Trevor.Williams@usace.army.mil or (206) 764-5527.

Sincerely,

A handwritten signature in black ink, appearing to read "Trevor Williams", written in a cursive style.

Trevor Williams, Project Manager
Regulatory Branch

Enclosures

cc:
Ecology (ecyrefedpermits@ecy.wa.gov)
NMFS (consultationupdates.wcr@noaa.gov)

Appendix A: FPRP Programmatic Email Guidelines and Implementation Forms

Use the FPRP Programmatic email box (fprp-wa.wcr@noaa.gov) to transmit the following information to NMFS regarding use of this Programmatic Biological Opinion (opinion):

Send only one project per email submittal, attach all related documents preferably in *pdf* format; and ensure the final project is being submitted to avoid multiple submittals and withdrawals. Please send:

1. Action Implementation Form, containing Action Notification and Action Completion and Fish Salvage reports (if fish salvage is conducted).
2. Map(s) and project design drawings (if applicable)
3. Final project plan.

If a withdrawal is necessary, please specify in the email subject line that the project is being withdrawn. Simply state the reason for the withdrawal and submit to the email box, following the email titling conventions. If a previously-withdrawn notification is resubmitted later, this resubmittal will be regarded as a new action notification.

An automatic reply will be sent upon receipt, but no other communication will be sent from the programmatic email box; this box is used for **Incoming Only**. All other pre-decisional communication should be conducted **outside** the use of the fprp-wa.wcr@noaa.gov email boxes.

In the subject line of the email (see below for requirements), clearly identify the specific submittal category (action notification, project completion, withdrawal, or salvage report), and Corps number. The submitted documents will contain identifying information, including the Applicant Name, County, Waterway, and State.

Email Titling Conventions

Use caution when entering the necessary information in the subject line. **If these titling conventions are not used, the email will not be accepted.** Ensure that you clearly identify:

1. The specific submittal category: (a) Action Notification; (b) Action Completion Report; (c) Fish Salvage Report; or (d) Annual Report
2. Corps number
3. Applicant Name
4. County
5. Waterway
6. State

FPRP Implementation Forms

NMFS Review and Certification Corps project managers shall submit this form with the Action Notification portion completed to NMFS at fprp-wa.wcr@noaa.gov for notification or approval.

The Following Actions Require Certification from NMFS as consistent with FPRP before that action is authorized by the Corps:

- Hydraulic design of culverts
- Stream simulation culverts
- No-slope culverts
- Tidally influenced road crossings
- Tidegates with fish passage
- Screens for diversions over 20 cfs
- Structures to provide fish passage over dams
- Starter channels
- Fishway Designs that Exceed 3 feet
- Removal of dams larger than 10 feet high
- Use of steel piles larger than 12 inches to anchor ELJs
- Channel reconstruction with significant grade control

NMFS will notify the Corps within 30 calendar days if the action is certified or disqualified. When requested, NMFS will provide an estimate of the time necessary to complete the review based on the complexity of the proposed action and work load considerations at the time of the request. Certification may be delayed if a substandard design is submitted for review during the post-design or action implementation stage and significant revision is necessary. These reviews are best initiated in the context of technical assistance during the preliminary development project phase, when project team members are developing goals and objectives with stakeholders.

Attach information to e-mail message if required or relevant to NMFS' review, such as:

- Erosion and pollution control plan
- Engineering designs

Project Reporting. The project manager shall submit the following reports as necessary:

Action Completion Reporting. Submit this form to NMFS within 60 days of completing all work below ordinary high water (OHW).

Fish Salvage Reporting. Submit this form to NMFS within 60 days of completing a capture and release as part of an action completed under FPRP.

The fprp-wa.wcr@noaa.gov email is to be used for **incoming only**.

FPRP Project Information Form

DATE OF REQUEST:		NMFS TRACKING #: WCR-2014-1857	
TYPE OF REQUEST:	<input type="checkbox"/> ACTION NOTIFICATION <input type="checkbox"/> ACTION NOTIFICATION (NMFS REVIEW AND CERTIFICATION REQUIRED)		
Statutory Authority:	<input type="checkbox"/> ESA-ONLY	<input type="checkbox"/> EFH-ONLY	<input type="checkbox"/> ESA & EFH COMBINED
Action Agency Contact:	Corps Permit#:		
Project Name:			
6th Field HUC & Name:			
Latitude & Longitude Longitude (in signed degrees format: DDD.dddd)			
Proposed Construction Period:	<i>Start Date:</i>	<i>End Date:</i>	
Proposed Length of Channel and/or Riparian Modification in linear feet:			
Proposed Area of Herbicide Application in acres:			

Project Description:

Type of Action: *Identify the type of action proposed.*

<input type="checkbox"/>	Actions Consistent with Limit 8
<input type="checkbox"/>	Fish Passage
<input type="checkbox"/>	Installation of In-Water Habitat and Streambank Stabilization Features
<input type="checkbox"/>	Levee Removal, Modification, and Public Access
<input type="checkbox"/>	Channel Restoration and Reconnection
<input type="checkbox"/>	Salmonid Spawning Gravel Restoration
<input type="checkbox"/>	Beach Nourishment, Bioengineering or Living Shoreline, and Beneficial Use of Landslide Material
<input type="checkbox"/>	Livestock Crossings
<input type="checkbox"/>	Irrigation Screen Installation and Replacement
<input type="checkbox"/>	Debris and Structure Removal
<input type="checkbox"/>	Mitigation and Conservation Bank Construction
<input type="checkbox"/>	Invasive Plant Treatment

NMFS Species/Critical Habitat Present in Action Area: *Identify the species and critical habitats present in the action area (N/A means not applicable):*

<i>Species</i>	<i>Critical Habitat</i>		<i>EFH Species</i>
<input type="checkbox"/>	<input type="checkbox"/>	LCR Chinook salmon	<input type="checkbox"/> Salmon, Chinook
<input type="checkbox"/>	<input type="checkbox"/>	UCR spring-run Chinook salmon	<input type="checkbox"/> Salmon, coho
<input type="checkbox"/>	<input type="checkbox"/>	SR spring/summer-run Chinook salmon	<input type="checkbox"/> Salmon, pink
<input type="checkbox"/>	<input type="checkbox"/>	SR fall-run Chinook salmon	<input type="checkbox"/> Coastal Pelagics
<input type="checkbox"/>	<input type="checkbox"/>	PS Chinook salmon	<input type="checkbox"/> Groundfish
<input type="checkbox"/>	<input type="checkbox"/>	CR chum salmon	
<input type="checkbox"/>	<input type="checkbox"/>	HC summer-run chum salmon	
<input type="checkbox"/>	<input type="checkbox"/>	LCR coho salmon	
<input type="checkbox"/>	<input type="checkbox"/>	SR sockeye salmon	
<input type="checkbox"/>	<input type="checkbox"/>	Lake Ozette sockeye salmon	
<input type="checkbox"/>	<input type="checkbox"/>	LCR steelhead	
<input type="checkbox"/>	<input type="checkbox"/>	MCR steelhead	
<input type="checkbox"/>	<input type="checkbox"/>	UCR steelhead	
<input type="checkbox"/>	<input type="checkbox"/>	SRB steelhead	
<input type="checkbox"/>	<input type="checkbox"/>	PS steelhead	
<input type="checkbox"/>	<input type="checkbox"/>	Southern DPS eulachon	

Project Modifications: *Check any applicable project modifications. Each modifications must be certified by NMFS.*

<input type="checkbox"/>	Variance to the timing of inwater work	<input type="checkbox"/>	Location of staging/refueling area where applicant cannot meet the required distance due to site constraints
<input type="checkbox"/>	Use of substances other than vegetable oil in hydraulic lines		

Activities Requiring NMFS Certification:

<input type="checkbox"/>	Hydraulic design of culverts	<input type="checkbox"/>	Stream simulation culverts
<input type="checkbox"/>	No-slope culverts	<input type="checkbox"/>	Tidally influenced road crossings
<input type="checkbox"/>	Tidegates with fish passage	<input type="checkbox"/>	Screens for diversions over 20 cfs
<input type="checkbox"/>	Structures to provide fish passage over dams	<input type="checkbox"/>	Starter channels
<input type="checkbox"/>	Fishway Designs that Exceed 3 feet	<input type="checkbox"/>	Removal of dams larger than 10 feet high
<input type="checkbox"/>	Use of steel piles larger than 12 inches to anchor ELJs	<input type="checkbox"/>	Channel reconstruction with significant grade control

FPRP Action Completion Reporting Form

Within 60 days of completing all work below ordinary high water (OHW) as part of an action completed under FPRP, submit the completed Action Completion Form with the following information to NMFS at fprp-wa.wcr@noaa.gov

Actual Start and End Dates for the Completion of In-water Work:	<i>Start:</i>	<i>End:</i>
Actual Linear-feet of Riparian and/or Channel Modification:		
Actual Acreage of Herbicide Treatment		
Turbidity Monitoring/Sampling Completed	<input type="checkbox"/> Yes (include details below)	<input type="checkbox"/> No

Please include the following:

1. Photos of habitat conditions before, during, and after action completion.
2. A summary of the results of pollution and erosion control inspections, including any erosion control failure, contaminant release, and correction effort.
3. Records of turbidity monitoring (visual or by turbidimeter) including dates, times and location of monitoring. Include any exceedances and steps taken to reduce turbidity observed.

FPRP Fish Salvage Reporting Form

If applicable: Within 60 days of completing a capture and release as part of an action completed under FPRP, submit a complete Salvage Reporting Form, with the following information to NMFS at fprp-wa.wcr@noaa.gov.

**Date(s) of Fish Salvage
Operation(s):**

Supervisory Fish Biologist:

Address

Telephone Number

Describe methods that were used to isolate the work area and remove fish

Fish Salvage Data

Water Temperature:

Air Temperature:

Time of Day:

ESA-Listed Species ¹⁰	Number Handled		Number Injured		Number Killed	
	Juvenile	Adult	Juvenile	Adult	Juvenile	Adult
Lower Columbia River Chinook salmon						
Upper Columbia River spring-run Chinook salmon						
Snake River spring/summer run Chinook salmon						
Snake River fall-run Chinook salmon						
Puget Sound Chinook salmon						
Hood Canal chum salmon						
Columbia River chum salmon						
Lower Columbia River coho salmon						
Lower Columbia River steelhead						
Middle Columbia River steelhead						
Upper Columbia River steelhead						
Snake River Basin steelhead						
Puget Sound steelhead						
Lake Ozette Sockeye salmon						

¹⁰ Fish should be identified to the degree possible. When species is in doubt, use best professional judgement when filling out table.

WEST COAST REGION
PROGRAMMATIC TRACKING & RESPONSE FORM

Project Name: _____

PROGRAMMATIC #: _____

NMFS TRACKING #: _____

RCV'D DATE: _____

RESPONSE DATE: _____

6th Field HUC: _____

CATEGORY OF ACTIVITY: _____

Acres of Habitat Protected: _____

Statutory Authority:

ESA only EFH only ESA & EFH

Lead Action Agency: _____

Applicant _____

Action Agency Contact: _____

Agency Reference No.: _____

Project Biologist: _____

BC for ARA Kim Kratz: _____

NMFS Species/Critical Habitat Present in Action Area:

Identify the species found in the action area:

ESA Species

- | | | |
|--|---|---|
| <input type="checkbox"/> Upper Willamette River spring-run Chinook | <input type="checkbox"/> MCR steelhead | <input type="checkbox"/> Green sturgeon |
| <input type="checkbox"/> Upper Willamette River steelhead | <input type="checkbox"/> UCR spring-run Chinook | <input type="checkbox"/> Eulachon |
| <input type="checkbox"/> Lower Columbia River Chinook | <input type="checkbox"/> UCR steelhead | <input type="checkbox"/> PS Chinook |
| <input type="checkbox"/> Lower Columbia River steelhead | <input type="checkbox"/> SR spring/summer run Chinook | <input type="checkbox"/> PS Steelhead |
| <input type="checkbox"/> Lower Columbia River coho | <input type="checkbox"/> SR fall-run Chinook | <input type="checkbox"/> Whale (Killer) |
| <input type="checkbox"/> Columbia River chum | <input type="checkbox"/> SR steelhead | <input type="checkbox"/> Whale (Humpback) |
| <input type="checkbox"/> HC Summer-Run Chum | <input type="checkbox"/> SR sockeye | |

EFH Species

- Salmon, Chinook
- Salmon, Coho
- Salmon, Pink
- Coastal Pelagics
- Groundfish

Rockfish

- Bocaccio
- Canary
- Yelloweye

NMFS RESPONSE NMFS CONFIRMS

EFH Conservation Recommendations: _____

WEST COAST REGION
PROGRAMMATIC TRACKING & RESPONSE FORM

NMFS TRACKING #: _____

(CONT.)

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US Army Corps
of Engineers ®
Seattle District

Clean Water Act Class I Administrative Penalties



Per Federal regulations 33 CFR 326.6, published on January 8, 1990, the U.S. Army Corps of Engineers (Corps) is authorized to assess Class I civil administrative penalties for violations of the conditions and limitations of permits issued under Section 404 of the Clean Water Act. This includes violations of general (nationwide or regional) or individual permits.

Permittees must comply with *all* terms and conditions of their Section 404 permit. If a permittee completes work beyond the authorized limits of their permit without first obtaining a permit modification, then the permittee will be in violation of the conditions of their permit or if the additional work is substantial, it may be considered an unauthorized activity. If a permittee does not comply with a condition of their permit, then the permittee will be in violation of their permit. Permit violations may include, but are not limited to:

- placing fill in waters of the U.S. beyond the permitted amount or if the additional work is substantial, it may be considered an unauthorized activity
- not constructing a mitigation site within the required time frame
- not constructing a mitigation site in compliance with the approved mitigation plan
- not submitting monitoring reports or deed restriction documentation within the required time frame
- not implementing required contingency plans for mitigation sites

Class I administrative penalties will not exceed \$11,000 per violation with a maximum amount of \$32,500. For Section 404 violations, each day unauthorized fill remains in place is considered a violation. The process for assessing administrative penalties includes formal meetings and/or a hearing and publication of a public notice which describes the violation and the penalty amount assessed.

Permit violations can be resolved when the violator takes measures sufficient to bring the work back into compliance with the permit. For example, if excess fill placed in wetlands, is removed and the impacted wetlands restored, the violation will often then be resolved. Permit violations can also be resolved in certain circumstances with a permit modification. However, it is important to note that while these methods may resolve the violation, it does *not* address the period of violation *prior* to resolution of the permit violation. Consequently, an administrative penalty may be assessed for each day that the permit violation existed prior to resolution of the violation with a maximum amount of \$32,500. Payment of a penalty does not resolve the violation. The work must be brought back into compliance with the permit to resolve the violation.

Considering these consequences, the Corps emphasizes the importance of permittees complying with all terms, conditions, and limitations of their Section 404 permit. If conditions arise where you may not be able to meet all of your permit conditions or have any questions about the requirements of your permit, please contact the Regulatory Branch at (206) 764-3495 immediately to address the issue before a permit violation occurs.



US Army Corps
of Engineers ®
Seattle District

CERTIFICATE OF COMPLIANCE WITH DEPARTMENT OF THE ARMY PERMIT



Permit Number: NWS-_____

Name of Permittee: _____

Date of Issuance: _____

Upon completion of the activity authorized by this permit, please check the applicable boxes below, date and sign this certification, and return it to the following email or mailing address:

NWS.Compliance@usace.army.mil
OR
Department of the Army
U.S. Army Corps of Engineers Seattle
District, Regulatory Branch
4735 E. Marginal Way S, Bldg 1202
Seattle, Washington 98134-2388

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with the terms and conditions of your authorization, your permit may be subject to suspension, modification, or revocation.

<input type="checkbox"/>	<p>The work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of this permit.</p> <p>Date work complete: _____</p> <p><input type="checkbox"/> Photographs and as-built drawings of the authorized work (OPTIONAL, unless required as a Special Condition of the permit).</p>
--------------------------	--

<input type="checkbox"/>	<p>If applicable, the mitigation required (e.g., construction and plantings) in the above-referenced permit has been completed in accordance with the terms and conditions of this permit (not including future monitoring).</p> <p>Date work complete: _____ <input type="checkbox"/> N/A</p> <p><input type="checkbox"/> Photographs and as-built drawings of the mitigation (OPTIONAL, unless required as a Special Condition of the permit).</p>
--------------------------	--

<input type="checkbox"/>	<p>Provide phone number/email for scheduling site visits (must have legal authority to grant property access).</p> <p>Printed Name: _____</p> <p>Phone Number: _____ Email: _____</p>
--------------------------	---

Printed Name: _____

Signature: _____

Date: _____