Cowlitz County
Department of Public Works

CONTRACT DOCUMENTS
FOR

ERICK CREEK FISH PASSAGE PROJECT
(ABERNATHY CREEK ROAD M.P. 5.37, Road Number 20930)

SW ¼ SEC. 15, T9N, R4W

Cowlitz County Project No. 1617
C.R.P. No. 801
Federal Aid No. PROTECT-2008(034)
Federal Contract No. TA-7638

MARCH 2024

COWLITZ COUNTY
Department of Public Works
1600-13th Avenue South
Kelso, Washington 98626
Phone (360) 577-3030

BOARD OF COUNTY COMMISSIONERS
ARNE MORTENSEN District No. 1
DENNIS P. WEBER District No. 2
RICHARD R. DAHL District No. 3

Cowlitz County
Department of Public Works

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Responsible for all portions of the Contract Documents

COWLITZ COUNTY
Department of Public Works
1600-13th Avenue South
Kelso, Washington 98626
Phone (360) 577-3030

Approved by:

Susan Eugenis 3/6/24

Susan Eugenis, P.E. Date
County Engineer

COWLITZ COUNTY DEPARTMENT OF PUBLIC WORKS

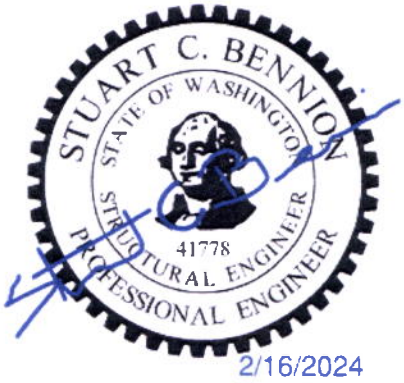
SPECIAL PROVISIONS

FOR

ERICK CREEK FISH PASSAGE PROJECT

I hereby certify that these contract documents were prepared by me or under my direct supervision, and that I am a duly registered Professional Engineer under the laws of the State of Washington.

Seal w/ Signature **Greg Woloveke, PE**	I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Stream Restoration Surveying, Clearing and Grubbing, Salvaged Tree Placement, Channel Excavation Including Haul, Engineered Streambed Material Including Haul, Streambed Sand, Type 1 Streambed Boulder, Type 2 Streambed Boulder, Erosion Control and Water Pollution Prevention, Seeding and Mulching, Fine Compost, Bark or Wood Chip Mulch Rings, PSIPE – Live Stakes, PSIPE – 1 Gallon Container, Erosion Control and Roadside Planting, Filter Blanket, Rock for Erosion and Scour Protection Class B, Quarry Spalls, Temporary Stream Diversion 1-05, 2-01, 2-03, 9-37, 8-01, 8-02, 9-14, 8-15, 8-30, 8-31

Seal w/ Signature  2/16/2024 **Stuart Bennion, PE, SE**	I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Structure Surveying, Unsuitable Foundation Excavation Including Haul, Structure Excavation Class A Incl. Haul, Shoring or Extra Excavation Class A, Structural Fill Including Haul, Conc. Class 5000 for Footings, Headwalls, and Wingwalls, St. Reinf. Bar for Footings, Headwalls, and Wingwalls, Contractor Designed Buried Structure – Erick Creek, Underdrain Pipe, 6- Inch Diameter, Flexible Guide Post 1-05, 2-03, 2-09, 2-13, 6-02, 6-20, 7-01, 8-10
Seal w/ Signature 02/14/24 **Steve Morales, PE**	I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Roadway Surveying, Project Temporary Traffic Control, Portable Temporary Traffic Control Signal, Work Zone Safety Contingent, Removal of Structures and Obstructions, Roadway Excavation, Embankment and Disposal Including Haul, Trimming and Cleanup, Construction Geotextile for Separation, Crushed Surfacing Base Course, HMA Class 3/8 Inch PG 58H-22, Asphalt Cost Price Adjustment, Class V AASHTO M 170 Concrete Pipe, 18-Inch Diam, Flexible Guide Post, Beam Guardrail Type 31, Beam Guardrail Non-Flared TL-2 Terminal, Chain Link Fence Type 4, Mailbox Support, Type 1, Paint Line, Temporary Travel Lane 1-05, 1-10, 2-02, 2-03, 2-11, 2-12, 4-04, 5-04, 7-04, 7-08, 8-10, 8-11, 8-12, 8-18, 8-22, 8-32

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***Included as indicated but numbered independently.

CALL FOR BIDS

The Board of County Commissioners of Cowlitz County, Washington will receive sealed bids until **April 10, 2024, prior to 1:30 p.m.,** for the following work: **ERICK CREEK FISH PASSAGE PROJECT.**

Work performed under this contract consists of the following:

Clearing and grubbing, shoring, excavation, construction and removal of a temporary traffic bypass, temporary creek diversion, removal of existing culvert, installation of a steel structural plate arch culvert, roadway reconstruction, stream restoration, seeding and mulching, and associated work.

At that time all bids will be publicly opened and read in the Board's hearing room. Bids must be addressed to:

Board of County Commissioners
Attn: Clerk of the Board
207 Fourth Avenue North
Kelso WA 98626

Project bid documents (Plans, specifications, addenda, bid documents, bidders list and plan holders list) for this project are available online for inspection during the bidding period through the Builders Exchange of Washington (BXWA) website at www.bxwa.com. Click on Posted Projects, then Public Works, then Cowlitz County and then Projects Bidding. These documents are available for viewing, downloading and printing on your own equipment free of charge. This service is provided to Prime Bidders, Subcontractors, and Vendors bidding on this project. Bidders will need to "Register as a Bidder" through the BXWA in order to receive automatic e-mail notification of future addenda and to be placed on the Bidders List. Bidders should contact Builder's Exchange of Washington at (425) 258-1303 for questions regarding access or registration.

It is the sole responsibility of the Bidder to obtain Addenda, if any. Addenda information will be available on the BXWA web site at www.bxwa.com. Cowlitz County accepts no responsibility or liability and will provide no accommodation to bidders who fail to check for addenda and thereby submit inadequate or incomplete responses.

Cowlitz County will not provide paper copies of the Project bid documents for this project for bidding purposes. A copy of the plans and specifications may be reviewed at the office of the Clerk of the Board of County Commissioners.

All bid proposals shall be accompanied by a bid proposal deposit in cash, certified check, cashier's check, or surety bond in an amount equal to five percent (5%) of the amount of such

bid proposal. Should the successful bidder fail to enter into such contract and furnish satisfactory performance bond within the time stated in the specifications, the bid proposal deposit shall be forfeited to Cowlitz County.

All documents received in response to this invitation to bid will become a matter of public record and subject to the Washington public disclosure act under chapter 42.56 RCW.

Cowlitz County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Board reserves the right to reject any and all bids and to waive any immaterial irregularities or informalities in any bid or in the bidding.

DATED this _ 12th day of March, 2024.

BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON

Richard R. Dahl, Chairman

Arne Mortensen, Commissioner

Dennis P. Weber, Commissioner

ATTEST:

Kelly Dombrowski, Clerk of the Board

BIDDER'S CHECKLIST

(Informational only – not required to be submitted with the BID)

ERICK CREEK FISH PASSAGE PROJECT

Name of Project

ITEMS TO BE INCLUDED WITH BID

The following checked items are required to be completed and submitted with the BID, except as noted otherwise:

Required if Checked:

☒ 1. PROPOSAL FORM – To be completed and signed by bidder. Provide all information pertaining to BIDDER'S organization on the first page. Fill in all unit prices and amounts for each bid item. Fill in all subtotals, sales tax and the total bid amount in the spaces provided. List the addenda in the spaces provided to indicate acknowledgement. Sign, date, and provide requested information in the spaces provided on the last page.

☐ 2. CERTIFICATION OF APPRENTICESHIP – In the spaces provided on the PROPOSAL FORM, provide information on the BIDDER'S Apprenticeship Programs.

☒ 3. NON-COLLUSION DECLARATION – required on all projects.

☒ 4. PROPOSAL FOR INCORPORATING RECYCLED MATERIALS INTO THE PROJECT – required on all road construction projects.

☒ 5. CERTIFICATION FOR FEDERAL AID CONTRACTS – required on FHWA-funded projects.

☒ 6. DISADVANTAGED BUSINESS ENTERPRISE (DBE) BID ITEM BREAKDOWN FORM – required on FHWA-funded projects with a goal of greater than 0%. This form is required to be submitted within 48 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the Proposal.

☒ 7. DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION CERTIFICATION – required on FHWA-funded projects with a goal of greater than 0%.

☒ 8. DISADVANTAGED BUSINESS ENTERPRISE (DBE) WRITTEN CONFIRMATION DOCUMENT – required on FHWA-funded projects with a goal of greater than 0%. This form is required to be submitted within 48 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the Proposal.

☒ 9. LOCAL AGENCY SUBCONTRACTOR LISTS – To be filled in and signed by BIDDER.

☐ 10. CONTRACTOR'S PROJECT INFORMATION STANDARD QUESTIONNAIRE - The BIDDER shall complete this form.

☒ 11. BID DEPOSIT FORM - This form is to be executed by the BIDDER and the Surety Company unless bid is accompanied by cash, cashier's check, or a certified check. The amount of the deposit or bid bond shall be not less than 5% of the total amount of the bid and may be shown in dollars or on a percentage basis. Bid Bond forms other than the enclosed form may be accepted providing it has been approved by the OWNER prior to bid submittal.

☒ 12. E-VERIFY DECLARATION – The BIDDER shall complete and sign this form.

☒ 14. CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES – The BIDDER shall complete and sign this form. This form is required to be submitted within 24 hours after the time for delivery of the bid proposal.

PROPOSAL FORM

TO: Board of County Commissioners
County Administration Building
207 Fourth Avenue North, 3rd Floor
Kelso, WA 98626

FOR: **ERICK CREEK FISH PASSAGE PROJECT**
Name of Project

FROM:

Bidder's Business Name	Mailing Address
Email Address	City, State and Zip
Name of Bidder's Representative for Bid	Telephone
Washington Registration No.	Tax I.D. No.
Employment Security Department No.	State Excise Tax Registration No.
Industrial Insurance Coverage Account No.	UBI No.

INSTRUCTIONS TO BIDDERS

1. Contract Documents. See Section 1-04.2 of the Special Provisions for a list of the "contract documents" that make up the contract. Be sure that you have a copy of the **2024** Standard Specifications for Road, Bridge, and Municipal Construction, by the Washington State Department of Transportation and the American Public Works Association, Washington State Chapter. Such specifications are sometimes referred to as the "Standard Specifications."

2. Submission of Bid. Fill out this Proposal Form completely, in accordance with Section 1-02.6 of the Standard Specifications. Enclose your Proposal Form and bid deposit in an opaque sealed

envelope addressed to:

Cowlitz County Board of County Commissioners
Attn: Clerk of the Board
County Administration Building, 3rd Floor
207 Fourth Avenue North
Kelso, WA 98626

Mark the outside of the envelope with the name of the bidder, the name of the project, and the date and time of the bid opening. It is your responsibility to make sure that your bid is physically received by the Clerk of the Board by the time set for the bid opening. Bids not so received will not be considered. Bids may not be submitted by facsimile machine.

The County's determination of when a bid was received shall be final and non-appealable.

3. Bidder Responsibility Standards. It is the intent of the Owner to award a contract to the lowest, responsible and responsive bidder for all described Work. Before award, the bidder must meet all criteria and satisfy all requirements of the following bidder-responsibility standards to be considered a responsible and a responsive bidder. The bidder may be required by the Owner to submit documentation demonstrating compliance with these standards to be qualified to be awarded a contract. The bidder must:

a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;

b. Have a current Washington Unified Business Identifier (UBI) number;

c. If applicable:

   i. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;

   ii. Have a Washington Employment Security Department number, as required in Title 50 RCW;

   iii. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

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

4. Execution of Contract. The successful bidder must use the performance bond form and other forms provided by Cowlitz County to be considered both a responsible and responsive bidder.

5. Sales Tax Code. In computing and reporting sales taxes payable to the Washington State Department of Revenue on this project, the following code number shall be used: **0800**.

6. Disadvantaged Business Enterprise (DBE). The Contractor is made aware that for DBE flagging companies to be considered to be performing a commercially useful function, the UDBE flagging company must be providing the Traffic Control Supervisor on the project.

PROPOSAL

The undersigned bidder proposes to perform the project named above in strict compliance with the contract documents, for the following amounts:

Item No.	Approximate Quantity	ITEM	UNIT PRICE $	AMOUNT $
1	Force Account	Minor Changes	25,000.00	25,000.00
2	Lump Sum	Structure Surveying		
3	Lump Sum	Roadway Surveying		
4	Lump Sum	Stream Restoration Surveying		
5	Lump Sum	SPCC Plan		
6	Lump Sum	Mobilization		
7	Lump Sum	Project Temporary Traffic Control		
8	Lump Sum	Portable Temporary Traffic Control Signal		
9	Force Account	Work Zone Safety Contingency	25,000.00	25,000.00
10	Lump Sum	Clearing and Grubbing		
11	2 Each	Salvaged Tree Placement		

Item No.	Approximate Quantity	ITEM	UNIT PRICE $	AMOUNT $
12	Lump Sum	Removal of Structures and Obstructions		
13	2,090 C.Y.	Roadway Excavation, Embankment and Disposal Including Haul		
14	230 C.Y.	Channel Excavation Including Haul		
15	25 C.Y.	Unsuitable Foundation Excavation Including Haul		
16	3,600 C.Y.	Structure Excavation Class A Including Haul		
17	Lump Sum	Shoring or Extra Excavation Class A		
18	Lump Sum	Trimming and Cleanup		
19	498 S.Y.	Construction Geotextile for Separation		
20	2,200 Ton	Structural Fill Including Haul		
21	460 Ton	Engineered Streambed Material Incl. Haul		
22	90 Ton	Streambed Sand		
23	30 Ton	Streambed Boulders Type 1		
24	30 Ton	Streambed Boulders Type 2		
25	350 Ton	Crushed Surfacing Base Course		
26	70 Ton	HMA Class 3/8 Inch PG 58H-22		
27	Calculation	Asphalt Cost Price Adjustment	0.00	0.00
28	140 C.Y.	Conc. Class 5000 for Footings, Headwalls, and Wingwalls		

Item No.	Approximate Quantity	ITEM	UNIT PRICE $	AMOUNT $
29	17,300 LB	St. Reinf. Bar for Footings, Headwalls, and Wingwalls		
30	Lump Sum	Contractor Designed Buried Structure - Erick Creek		
31	79 L.F.	Underdrain Pipe, 6-inch Diameter		
32	26 L.F.	Class V AASHTO M 170 Concrete Pipe, 18-Inch Diameter		
33	Lump Sum	Erosion Control and Water Pollution Prevention		
34	0.80 Acre	Seeding And Mulching		
35	405 S.Y.	Fine Compost		
36	449 Each	Bark or Wood Chip Mulch Rings		
37	44 Each	PSIPE – Live Stakes		
38	210 Each	PSIPE – 1 Gallon Container		
39	10 Each	Flexible Guide Post		
40	120 L.F.	Beam Guardrail Type 31		
41	4 Each	Beam Guardrail Non-Flared TL-2 Terminal		
42	125 L.F.	Chain Link Fence Type 4		
43	30 Ton	Filter Blanket		
44	140 Ton	Rock for Erosion and Scour Protection Class B		
45	22 C.Y.	Quarry Spalls		

Item No.	Approximate Quantity	ITEM	UNIT PRICE $	AMOUNT $
46	1 Each	Mailbox Support, Type 1		
47	303 L.F.	Paint Line		
48	Lump Sum	Temporary Travel Lane		
49	Lump Sum	Temporary Stream Diversion		

TOTAL COST TO COWLITZ COUNTY.....$_____

Addenda. The bidder acknowledges receipt of the following addenda: _____, _____, _____, _____, and _____. (Insert numbers of any addenda received.)

Non-Collusion. Each bidder must submit a declaration of non-collusion completely executed with their bid. Reasonable grounds for believing that any bidder(s) have engaged, either directly or indirectly, into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with this bid will cause rejection of all proposals which said bidder(s) has shown interest, and none of the participants to such direct or indirect actions will be considered.

The person(s) signing this bid on behalf of the bidder declare(s) under penalty of perjury under the laws of the United States and the State of Washington that this bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with this bid.

_____ _____

Date Signature of Person Authorized to Bind Bidder

_____ _____

Bidder's Business Name Title of Person Signing Bid

Signed in _____, Washington

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

NON-COLLUSION DECLARATION

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

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

2. **That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.**

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

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

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

DOT Form 272-036I EF
07/2011

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: _____

Local Agency Certification for Federal-Aid Contracts

The prospective participant certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

DOT Form 272-040A EF
07/2011

Washington State Department of Transportation

Disadvantaged Business Enterprise (DBE) Bid Item Breakdown Form

1. Contract Number	2. Contract Name
3. Prime Contractor	4. Prime Contractor Representative Name
5. Prime Contractor Representative Phone Number	6. Prime Contractor Representative Email

Column 1 **Name of UDBE** (See Instructions)	Column 2 **Bid Item #** (See Instructions)	Column 3 **Full/Partial** (See Instructions)	Column 4 **Quantity** (See Instructions)	Column 5 **Description** (See Instructions)	Column 6 **Unit Price** (See Instructions)	Column 7 **Total Unit Cost** (See Instructions)	Column 8 **Dollar Amount to be Applied Towards Goal** (See Instructions)
					Subtotal:	$ 0.00	$ 0.00
Name of UDBE	**Bid Item #**	**Full/Partial**	**Quantity**	**Description**	**Unit Price**	**Total Unit Cost**	**Dollar Amount to be Applied Towards Goal**
					Subtotal:	$ 0.00	$ 0.00
Name of UDBE	**Bid Item #**	**Full/Partial**	**Quantity**	**Description**	**Unit Price**	**Total Unit Cost**	**Dollar Amount to be Applied Towards Goal**
					Subtotal:	$ 0.00	$ 0.00
Name of UDBE	**Bid Item #**	**Full/Partial**	**Quantity**	**Description**	**Unit Price**	**Total Unit Cost**	**Dollar Amount to be Applied Towards Goal**
					Subtotal:	$ 0.00	$ 0.00
					TOTAL UDBE Dollar Amount:	$ 0.00	$ 0.00

DOT Form 272-054
Revised 09/2020

Instructions for Disadvantaged Business Enterprise (DBE) Bid Item Breakdown Form

Box 1: Provide the Contract Number as stated in the project information webpage.

Box 2: Provide the Name of the project as stated in the project information webpage.

Box 3: Provide the Name of the bidder (Proposal holder) submitting Bid.

Box 4: Provide the name of the prime contractor's representative available to contact regarding this form.

Box 5: Provide the phone number of the prime contractor's representative available to contact regarding this form.

Box 6: Provide the email of the prime contractor's representative available to contact regarding this form.

Column 1: Provide the Name of the Disadvantaged Business Enterprise (DBE) Firm. DBE Firms can be found using the search tools under the Firm Certification section of the Diversity Management and Compliance System (DMCS) webpage https://wsdot.diversitycompliance.com.

Column 2: Provide the Bid Item Number (as it appears in the engineer's estimate bid check report) available on the project information webpage.

Column 3: If the DBE is performing only part of the bid item, mark "Partial". If the DBE is performing the entire bid item, mark "Complete".

Column 4: Provide the estimated quantity for the specific bid item. For trucking firms, use hour or another unit of measure.

Column 5: Provide a description of the work to be performed by the DBE.

Column 6: Provide the price per unit and specify the type of unit used. For trucking firms, use hour or another unit of measure.

Column 7: Provide the estimated total unit cost amount per bid item.

Column 8: Provide the amount of the bid item being used to fulfil the DBE goal. The work to be performed must be consistent with the Certified Business Description of the DBE provided in the DMCS webpage https://wsdot.diversitycompliance.com. Mobilization up to 10% is acceptable. If mobilization is more than 10% additional information and/or justification may be requested. The total amount shown for each DBE shall match the amount shown on the DBE Utilization Certification Form.

Use Additional Sheets if necessary.

DOT Form 272-054
Revised 09/2020

Washington State Department of Transportation

Disadvantaged Business Enterprise Utilization Certification

To be eligible for Award of this Contract the Bidder shall fill out and submit, as a supplement to its sealed Bid Proposal, a Disadvantaged Business Enterprise (DBE) Utilization Certification. The Contracting Agency shall consider as non-responsive and shall reject any Bid Proposal that does not contain a DBE Utilization Certification which properly demonstrates that the Bidder will meet the DBE participation requirements in one of the manners provided for in the proposed Contract. **Refer to the instructions on Page 2 when filling out this form or the Bid may be rejected. An example form has been provided on Page 3.** The successful Bidder's DBE Utilization Certification shall be deemed a part of the resulting Contract.

Box 1: _____ certifies that the DBE firms listed below have been contacted regarding participation on this project. If this Bidder is successful on this project and is awarded the Contract, it shall assure that subcontracts or supply agreements are executed with named DBEs. (If necessary, use additional sheets.)

Box 2: _____

Column 1 **Name of DBE** (See instructions)	Column 2 **Project Role** (See instructions)	Column 3 **Description of Work** (See instructions)	Column 4 **Dollar Amount Subcontracted to DBE** (See instructions)	Column 5 **Dollar Amount to be Applied Towards Goal** (See instructions)

Disadvantaged Business Enterprise Condition of Award Contract Goal _____ Box 3

Total DBE Commitment Dollar Amount _____ Box 4

5 ☐ By checking Box 5 the Bidder is stating that their attempts to solicit sufficient DBE participation to meet the COA Contract goal has been unsuccessful and good faith effort will be submitted in accordance with Section 1-02.9 of the Contract

DOT Form 272-056
Revised 03/2018

C

Instructions for Disadvantaged Business Enterprise Utilization Certification Form

Box 1: Name of Bidder (Proposal holder) submitting Bid.

Box 2: Name of the Project.

Column 1: Name of the Disadvantaged Business Enterprise (DBE). DBE firms can be found using the Diversity Management and Compliance System web page: https://wsdot.diversitycompliance.com. Repeat the name of the DBE for each Project Role that will be performed.

Column 2: The Project Role that the DBE will be performing as follows;

- Prime Contractor
- Subcontractor
- Subcontractor (Force Account)
  - Work sublet as Force Account must be listed separately.
- Manufacturer
- Regular Dealer
  - Work sublet to a Regular Dealer must be listed separately.
  - Regular Dealer status must be approved prior to Bid submittal by the Office of Equal Opportunity, Washington State Department of Transportation, on each Contract.
- Broker
  - Work sublet to a Broker must be listed separately.

List each project role to be performed by a single DBE individually on a separate row. The role is used to determine what portion of the amount to be subcontracted (Column 4) may be applied toward meeting the goal (column 5).

Column 3: Provide a description of work to be performed by the DBE. The work to be performed must be consistent with the Certified Business Description of the DBE provided at the Diversity Management and Compliance System web page https://wsdot.diversitycompliance.com

- A Bidder subletting a portion of a bid item shall state **"Partial"** and describe the Work that is included.
  - For example; "Electrical (Partial) – Trenching".
- "Mobilization" will not be accepted as a description of Work.

Column 4: List the total amount to be subcontracted to each DBE for each Project Role they are performing.

Column 5: This is the dollar amount for each line listed in the certification that the prime intends to apply towards meeting the COA Contract goal. It may be that only a portion of the amount subcontracted to a DBE in Column 4 is eligible to be credited toward meeting the goal **See Note 1, Note 2, Note 3.** The Contracting Agency will utilize the sum of this column (Box 4) to determine whether or not the bidder has met the goal. In the event of an arithmetic error in summing column 5 or an error in making appropriate reductions in the amounts in column four, **See Note 1, Note 2, Note 3**, then the mathematics will be corrected and the total (Box 4) will be revised accordingly.

Note 1: For Work sublet as Force Account the bidder **may only claim 50%** of the amount subcontracted (Column 4) towards meeting the goal (Column 5). This information will be used to demonstrate that the DBE contract goal is met at the time that the bidder submits their bid. For example; amount sublet as force account = $100,000 (Column 4) equates to ($100,000 X 50%) = $50,000 (Column 5) to be applied towards the goal.

Note 2: For Work sublet to a Regular Dealer the bidder **may only claim 60%** of the cost of the materials or supplies (Column 4) towards meeting the goal (Column 5). For example; Material cost = $100,000 (Column 4) equates to ($100,000 X 60%) = $60,000 (Column 5) to be applied towards the goal

Note 3: For Work sublet to a Broker the bidder **may only claim the fees** paid to a Broker towards meeting the goal (Column 4). For example; amount sublet to a broker = $100,000 (Column 4) equates to ($100,000 X reasonable fee %) = $ (Column 5) to be applied towards the goal.

Box 3: Box 3 is the COA Contract goal which is the minimum required DBE participation. The goal stated in the Contract will be in terms of a dollar amount or a percentage in the Contract. When expressed as a percentage you must multiply the percentage times the sum total of all bid items as submitted in the Bidder's Proposal to determine the dollar goal and write it in Box 3. In the event of an error in this box, the Contracting Agency will revise the amount accordingly.

Box 4: Box 4 is the sum of the values in column 5. **This value must equal or exceed the COA Contract goal amount written in Box 3 or;**

Box 5: Check Box 5 if insufficient DBE Participation has been achieved and a good faith effort is required. Refer to the subsection titled, *Selection of Successful Bidder/Good Faith Efforts (GFE)* in the Contract.

See the *Disadvantaged Business Enterprise Participation* specification in the Contract for more information.

DOT Form 272-056
Revised 03/2018

Washington State Department of Transportation

Disadvantaged Business Enterprise Utilization Certification

To be eligible for Award of this Contract the Bidder shall fill out and submit, as a supplement to its sealed Bid Proposal, a Disadvantaged Business Enterprise (DBE) Utilization Certification. The Contracting Agency shall consider as non-responsive and shall reject any Bid Proposal that does not contain a DBE Utilization Certification which properly demonstrates that the Bidder will meet the DBE participation requirements in one of the manners provided for in the proposed Contract. **Refer to the instructions on Page 2 when filling out this form or the Bid may be rejected. An example form has been provided on Page 3.** The successful Bidder's DBE Utilization Certification shall be deemed a part of the resulting Contract.

Box 1: A Plus Construction Company certifies that the DBE firms listed below have been contacted regarding participation on this project. If this Bidder is successful on this project and is awarded the Contract, it shall assure that subcontracts or supply agreements are executed with named DBEs. (If necessary, use additional sheets.)

Box 2: US 395, Spokane City Limits to Stevens County Line - Paving and Safety

Column 1 **Name of DBE** See instructions)	Column 2 **Project Role** See instructions)	Column 3 **Description of Work** See instructions)	Column 4 **Dollar Amount Subcontracted to DBE** See instructions)	Column 5 **Dollar Amount to be Applied Towards Goal** See instructions)
A Plus Construction Company	Prime	Asphalt and concrete paving, asphalt milling, preleveling and pavement repair	N/A	900,000
In the Line Services, Inc.	Subcontractor (Force Account)	Crack sealing	20,000	10,000
In the Line Services, Inc.	Subcontractor	Guideposts, joint seal, pavement markers, temporary signage, construction sign installation	200,000	200,000
The Everything Guys, LLC	Regular Dealer	Rental and sales of highway construction and related equipment and materials	100,000	60,000
Optimus Prime Trucking, Inc.	Subcontractor	Dump Trucking	50,000	50,000
Metalheads, Inc.	Manufacturer	Dowel Bars	75,000	75,000
Erosion Under Control Co.	Broker	Erosion control blankets, straw bales and wattles, sand bags	15,000	250

EXAMPLE

Disadvantaged Business Enterprise Condition of Award Contract Goal 356,968.16 (Box 3)

Total DBE Commitment Dollar Amount 1,295,250 (Box 4)

5 ☐ By checking Box 5 the Bidder is stating that their attempts to solicit sufficient DBE participation to meet the COA Contract goal has been unsuccessful and good faith effort will be submitted in accordance with Section 1-02.9 of the Contract

DOT Form 272-056
Revised 03/2018

Washington State Department of Transportation

Disadvantaged Business Enterprise (DBE) Written Confirmation Document

See Contract Provisions: *DBE Document Submittal Requirements*
Disadvantaged Business Enterprise Participation

THIS FORM SHALL ONLY BE SUBMITTED TO A DBE THAT IS LISTED ON THE CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION CERTIFICATION.

THE CONTRACTOR SHALL COMPLETE PART A PRIOR TO SENDING TO THE DBE.

PART A: To be completed by the bidder

The entries below shall be consistent with what is shown on the Bidder's Disadvantaged Business Enterprise Utilization Certification. Failure to do so will result in Bid rejection.

Contract Title: _____

Bidder's Business Name: _____

DBE's Business Name: _____

Description of DBE's Work: _____

Dollar Amount to be Applied Towards DBE Goal: _____

Dollar Amount to be Subcontracted to DBE*: _____
*Optional Field

PART B: To be completed by the Disadvantaged Business Enterprise

As an authorized representative of the Disadvantaged Business Enterprise, I confirm that we have been contacted by the Bidder with regard to the referenced project for the purpose of performing the Work described above. If the Bidder is awarded the Contract, we will enter into an agreement with the Bidder to participate in the project consistent with the information provided in Part A of this form.

Name (printed): _____

Signature: _____

Title: _____

Address: _____ Date: _____

_____

DOT Form 422-031
Revised 07/2016

BID DEPOSIT FORM

ERICK CREEK FISH PASSAGE PROJECT
Name of Project

_____
Name of Bidder

The bidder named above hereby submits its bid deposit in the form of a certified check, cashier's check, cash or bid bond in the amount of $_____, which amount is not less than five (5) percent of the total bid.

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____, as Principal and _____, a corporation duly organized under the laws of the state of _____, and authorized to do business in the State of Washington, as Surety, are held and firmly bound unto Cowlitz County as Obligee, in the full and penal sum of five (5) percent of the total amount of the bid proposal of said Principal for the work hereinafter described, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this bond is such, that whereas the Principal herein is herewith submitting his or its sealed proposal for the following public works project, to wit:

Said bid and proposal, by reference thereto, being made a part hereof.

NOW, THEREFORE, If the said proposal bid by said Principal be accepted, and the contract be awarded to said Principal, and if the said Principal shall duly make and enter into and execute said contract and shall furnish bond as required by the contract documents within a period of ten (10) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

SIGNED AND SEALED this _____ day of _____, 2024.

_____	_____
Name of Bidder	Name of Surety
_____	_____
Authorized Signature	Authorized Signature*
_____	_____
Title	Title
_____	
Date	*Attach Power of Attorney

E-VERIFY DECLARATION

ERICK CREEK FISH PASSAGE PROJECT
Cowlitz County Project No. 1617

Firm Name: _____

The undersigned declares, under **penalty of perjury** under the laws of Washington that:

1. That the above-named firm is currently enrolled in and using the E-Verify system implemented on October 25, 2011 as outlined in Resolution No. 11-118 and will continue to use the E-Verify system for so long as work is being performed on the above named project.

2. I certify that I am duly authorized to sign this declaration on behalf of the above-named bidder/proposer.

3. I acknowledge that Cowlitz County reserves the right to require a copy of the Memorandum of Understanding between the contractor listed above and the Department of Homeland Security certifying enrollment in the E-Verify program at any time. Failure to provide the required Memorandum of Understanding within 10 days of request could lead to suspension of this contract.

Dated at _____ , State of _____ on this _____ day of _____, 2024.

Signature _____

Printed Name _____

THIS PAGE MUST BE RETURNED WITH THE BID DOCUMENTS

COMPLIANCE WITH WAGE PAYMENT LAWS DECLARATION

ERICK CREEK FISH PASSAGE PROJECT
Cowlitz County Project No. 1617

Firm Name: _____

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

2. I certify that I am duly authorized to sign this declaration on behalf of the above-named bidder/proposer.

3. I acknowledge that Cowlitz County is required to receive this declaration as a condition to awarding the public works contract pursuant to RCW 39.04.350.

The undersigned declares, under penalty of perjury under the laws of Washington that the foregoing is true and correct.

Signed and dated at_____, in State of____, on this_____day of _____2024.

Signature _____

Printed Name _____

THIS PAGE MUST BE RETURNED BEFORE THE PUBLIC WORKS CONTRACT CAN BE AWARDED

AGREEMENT

THIS AGREEMENT is entered into between **COWLITZ COUNTY** and _____ _____ ("Contractor") for the following project: **Erick Creek Fish Passage Project** ("the Project").

The Parties Agree as Follows:

1. Acceptance of Bid Proposal. Cowlitz County accepts Contractor's bid proposal for the Project. Such acceptance is limited to the following items of the bid proposal: **1-49**.

2. Contractor to Accomplish Project. Contractor shall do all work and furnish all labor, materials, equipment, tools, services, and incidentals necessary to accomplish the Project in strict compliance with the contract documents.

3. Contract Amount. Cowlitz County shall pay Contractor in accordance with the contract documents, based on the unit prices and lump sums stated in the Proposal Form. The total contract amount for the Project shall not exceed **$_____,** including sales taxes.

4. Contract Documents. (a) This Agreement shall be governed by and incorporates by reference the **2024** Standard Specifications for Road, Bridge, and Municipal Construction, by the Washington State Department of Transportation and the American Public Works Association, Washington State Chapter (the "Standard Specifications"). All provisions of the Standard Specifications apply unless specifically modified herein. (b) The contract documents constitute the parties' entire and integrated agreement concerning the Project, and supersede all prior and contemporaneous negotiations, representations, or agreements, both written and oral.

5. Contractor Registration. By submitting a bid, each bidder warrants that it is currently a registered contractor in accordance with RCW 18.27. Continuous registration throughout the performance of the project is a requirement of the contract. The bidder shall promptly furnish proof of registration whenever requested.

6. Performance of Work. (a) The Contractor warrants that all work performed shall be free from defects in material and workmanship, shall conform to the contract documents, and shall be fit for Cowlitz County's intended purposes. If the Engineer determines that the work or any portion thereof fails to conform to the foregoing warranty, the Engineer shall give the Contractor written notice thereof and the Contractor shall then take corrective action as directed by the Engineer. The purpose of the corrective action will be to remedy all nonconforming work and any damage caused by the nonconforming work. The Contractor shall begin the repair or replacement within 10 days after receiving the notice and shall complete the work within such reasonable time as determined by the Engineer. If the Contractor fails to carry out the corrective action as required by this section, Cowlitz County may perform the corrective action with its own resources or by contract, and the Contractor shall pay all the costs thereof.

(b) If other provisions of the contract documents contain different performance requirements, the more stringent requirements shall apply.

(c) No inspection, acceptance, use, or occupancy of the work, or payment for the work, shall relieve the Contractor from its responsibilities.

(d) The Contractor warrants good title to all materials, supplies, and equipment incorporated into the work.

7. Uniformity of Equipment and Materials. Like items of equipment and materials to be incorporated into the work shall be products of one manufacturer.

8. Substitution of "Equal" Products. Unless otherwise provided, any reference in the contract documents to any product by a brand name, model, or catalog number shall be understood as establishing a standard of quality, and products equal in quality may be substituted if approved in advance by the Engineer. If the Contractor wishes to propose a substitution, it shall submit a written proposal to the Engineer, whose decision shall be final. The proposal shall identify the proposed substitute product, and the Contractor shall upon request and at its expense furnish the Engineer with such detailed specifications, test results, and other data as are helpful to the Engineer. The Engineer will not consider any proposed substitution if there is inadequate time available to fully evaluate the proposal. There will be no additional compensation or extensions to the time for completion.

9. Utilities. The Contractor shall comply with the provisions of RCW 19.122, Standard Specification 1-07.17, and this paragraph. The telephone number of the Cowlitz County Utilities Coordinating Council is (800) 424-5555. The Special Provisions and/or contract plans identify all underground facilities known by Cowlitz County to be located within the area of excavation required as part of the work. Locations and dimensions shown in the Special Provisions or on the plans are in accordance with available information without uncovering, measuring, or other verification. If a utility is known or suspected of having underground facilities within the area of the excavation, and that utility is not a subscriber to the Cowlitz County Utilities Coordinating Council, the Contractor shall give individual notice to that utility.

10. Prevailing Wages and E-Verify. The Contractor shall pay no less than the higher of the State or Federal prevailing wage rates contained in the Contract Documents. The Contractor shall pay all fees required by the Department of Labor and Industries in connection with the administration of the prevailing wage requirements. No increase in prevailing wage rates or fringe benefits shall be grounds for any additional compensation to the Contractor.

Cowlitz County requires that all businesses which contract with the County for contracts awarded by formal competitive procedures be enrolled in the Federal E-Verify Program. The requirement extends to every subcontractor meeting the same criteria. The Prime Contractor must provide certification of enrollment with bid submittal. The Prime Contractor is responsible for verification of every applicable subcontractor. Cowlitz County reserves the right to require a copy of a Memorandum of Understanding between the Prime or any Subcontractor and Department of Homeland Security upon request at any time during the project verifying the contractor's enrollment. Failure to provide this document could result in suspension of the project.

A copy of Resolution No. 11-118 is available at the Offices of the Board of County Commissioners. Federal E-Verify Program is a web-based application that can be accessed at www.dhs.gov/everify.

11. Air Pollution Regulations. The Southwest Washington Air Pollution Control Authority has adopted regulations to control the emission of contaminants into the air by sources within the Authority's jurisdiction, which includes Cowlitz County. The Contractor shall comply with all regulations and orders of such Authority.

12. Shoring. If in the performance of this contract, the Contractor or any subcontractor excavates any trench to a depth in excess of four feet, the Contractor shall provide adequate safety systems for the trench excavation that comply with the requirements of the Washington Industrial Safety and Health Act, RCW 39.04.180, and with all regulations thereunder. The costs associated with such trench safety systems are set forth as a separate bid item on each bidder's proposal. The costs of such trench safety systems shall not be considered as incidental to any other contract item, and any attempt to include the trench safety systems as an incidental cost is prohibited.

13. Worker's Benefits. The Contractor shall remain at all times liable for payment of any and all premiums due under Title 50 or Title 51 RCW, or any other employee benefit act, with respect to all work performed by Contractor or any subcontractor pursuant to this contract. These waivers by the Contractor are a material inducement to County to enter into this contract, are reflected in Contractor's compensation, and have been mutually negotiated by the parties.

BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON

Richard R. Dahl, Chairman	Name of Contractor
Arne Mortensen, Commissioner	Signatory Authorized by Firm Bylaws to Bind Contractor
Dennis P. Weber, Commissioner	Title
ATTEST:	
Kelly Dombrowski, Clerk of the Board	Date
Date	Washington Contractor's Registration Number

APPROVED AS TO FORM:

Civil Deputy Prosecuting Attorney

[Executed copies shall be delivered each to County, Contractor, Surety and Insurance Company]

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Contractor and Surety, a corporation, organized and existing under and by virtue of the laws of the State of Washington, are jointly and severally obligated to Cowlitz County, State of Washington, in the penal sum of $_____, for the payment of which sum we jointly and severally bind ourselves and our heirs, executors, administrators, and assigns, and successors and assigns, firmly in accordance with the following provisions:

The Contractor has entered into or is about to enter into a contract with Cowlitz County for the following project: **ERICK CREEK FISH PASSAGE PROJECT.**

Now, if the Contractor fully and timely performs all terms, conditions and requirements of the contract in all respects, including all warranty provisions; and pays all laborers, mechanics, subcontractors, and materialmen, and all persons who supply such person or persons, or subcontractors, with provisions and supplies for the above project; and defends and indemnifies Cowlitz County against any direct or indirect loss, damage, liability, judgments, and costs, to the extent required by the contract; then this obligation shall be void; otherwise it shall remain in full force and effect.

Provided, however, that the conditions of this obligation shall not apply to any money loaned or advanced to the Contractor or to any subcontractor or other person in the performance of any such work.

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

Any judgment against Cowlitz County that relates to or is covered by the contract or this bond shall be conclusive against the Contractor and the Surety, not only as to the amount of damages but also as to their liability if reasonable notice of the pendency of the suit has been given.

_____	_____
Name of Contractor	Name of Surety
_____	_____
Authorized Signature	Authorized Signature*
_____	_____
Title	Title
_____	_____
Date	Date

*Attach Power of Attorney

SPECIAL PROVISIONS

INTRODUCTION TO THE SPECIAL PROVISIONS

(January 4, 2024 APWA GSP, Option A)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2024 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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

The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)
(April 1, 2013 WSDOT GSP)

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

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT Manual M21-01, current edition

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

(*****)
This is a Federal Aid Project and all provisions in the Specifications referencing federal aid are applicable to this project.

- DIVISION 1 -
GENERAL REQUIREMENTS

DESCRIPTION OF WORK
(March 13, 1995)
This contract provides for the improvement of *** Clearing and grubbing, shoring, excavation, construction and removal of a temporary traffic bypass, temporary creek diversion, removal of existing culvert, installation of a steel structural plate arch culvert, roadway reconstruction, stream restoration, seeding and mulching, *** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

(*****)
Appendices. The following appendices are hereby provided for the Contractor's information:

Appendix A – Plans
Appendix B – Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273)
Appendix C – HPA from Washington State Department of Fish and Wildlife
Appendix D – Nationwide Permit 27 from US Army Corps of Engineers
Appendix E – Geotechnical Report
Appendix F – Applicable Standard Plans

1-01.3 Definitions
(January 19, 2022 APWA GSP)

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

Dates

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

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

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

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

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

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

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

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

Supplement this Section with the following:

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

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

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

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

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

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

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

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

Contract Documents
See definition for "Contract".

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

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

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

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

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this Section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

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

1-02.2 Plans and Specifications

(June 27, 2011 APWA GSP)

Delete this section and replace it with the following:

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

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

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	2	Furnished automatically upon award.
Contract Provisions	2	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	3	Furnished only upon request.

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

1-02.5 Proposal Forms
(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

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

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

1-02.6 Preparation of Proposal
(January 4, 2024 APWA GSP 1-02.6, Option B)

Supplement the second paragraph with the following:

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

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

The Bidder shall submit with their Bid a completed Contractor Certification Wage Law Compliance form, provided by the Contracting Agency. Failure to return this certification as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.

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

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

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

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

1-02.6 Preparation of Proposal
(*****)

Supplement this section with the following:

The Bidder shall submit with the Bid a completed Disadvantaged Business Enterprise (DBE) Utilization Certification, when required by the Special Provisions. For each and every DBE firm listed on the Bidder's completed Disadvantaged Business Enterprise Utilization Certification, the Bidder shall submit written confirmation from that DBE firm that the DBE is in agreement with the DBE participation commitment that the Bidder has made in the Bidder's completed Disadvantaged Business Enterprise Utilization Certification.

WSDOT Form 422 031 (Disadvantaged Business Enterprise Written Confirmation Document) is to be used for this purpose. Bidder must submit good faith effort documentation only in the event the bidder's efforts to solicit sufficient DBE participation have been unsuccessful.

The Bidder shall submit a DBE Bid Item Breakdown form defining the scope of work to be performed by each DBE listed on the DBE Utilization Certification.

Directions for delivery of the Disadvantaged Business Enterprise Written Confirmation Documents, Disadvantaged Business Enterprise Good Faith Effort documentation, DBE Bid Item Breakdown Form are included in Section 1-02.9.

Add the following new section:

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

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

1-02.9 Delivery of Proposal
(January 4, 2024 APWA GSP, Option A)

Delete this section and replace it with the following:

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

To be considered responsive on a FHWA-funded project, the Bidder may be required to submit the following items, as required by Section 1-02.6:

- DBE Utilization Certification (WSDOT 272-056)
- DBE Written Confirmation Document (WSDOT 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification
- Good Faith Effort (GFE) Documentation (if applicable)
- DBE Bid Item Breakdown (WSDOT 272-054)

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

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

DBE Utilization Certification (WSDOT Form 272-056)
The DBE Utilization Certification shall be received at the same location and no later than the time required for delivery of the Proposal. The Contracting Agency will not open or consider any Proposal when the DBE Utilization Certification is received after the time specified for receipt of Proposals or

received in a location other than that specified for receipt of Proposals. The DBE Utilization Certification may be submitted in the same envelope as the Bid deposit.

DBE Written Confirmation (WSDOT Form 422-031) and/or GFE Documentation, (if applicable)
The DBE Written Confirmation Documents and/or GFE Documents are not required to be submitted with the Proposal. The DBE Written Confirmation Document(s) and/or GFE (if any) shall be received either with the Bid Proposal or as a Supplement to the Bid. The documents shall be received no later than 48 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the Proposal. To be considered responsive, Bidders shall submit Written Confirmation Documentation from each DBE firm listed on the Bidder's completed DBE Utilization Certification and/or the GFE as required by Section 1-02.6.

DBE Bid Item Breakdown (WSDOT form 272-0-54)
The DBE Bid Item Breakdown shall be received either with the Bid Proposal or as a Supplement to the Bid. The documents shall be received no later than 48 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the Proposal. The successful Bidder shall submit a completed DBE Bid Item Breakdown, however, minor errors and corrections to DBE Bid Item Breakdown will be returned for correction for a period up to five calendar days after bid opening (not including Saturdays, Sundays and Holidays) DBE Bid Item Breakdown that are still incorrect after the correction period will be determined to be non-responsive.

The DBE Bid Item Breakdown will not be included as part of the executed Contract.

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

Delete this section, and replace it with the following:

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

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

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

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

(*****)

1-02.12 Public Opening of Proposal

Section 1-02.12 is supplemented with the following:

Date Of Opening Bids

Sealed bids are to be received at the following location prior to the time specified in the CALL FOR BIDS:

Board of County Commissioners
Attn: Clerk of the Board
County Administration Building
207 Fourth Avenue North, 3rd Floor
Kelso WA 98626

1-02.13 Irregular Proposals

(January 4, 2024 APWA GSP)

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
   a. The Bidder is not prequalified when so required;
   b. The Bidder adds provisions reserving the right to reject or accept the Award, or enter into the Contract;
   c. A price per unit cannot be determined from the Bid Proposal;
   d. The Proposal form is not properly executed;
   e. The Bidder fails to submit or properly complete a subcontractor list (WSDOT Form 271-015), if applicable, as required in Section 1-02.6;
   f. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification (WSDOT Form 272-056), if applicable, as required in Section 1-02.6;
   g. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
   h. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award in accordance with Section 1-07.11;
   i. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-054), if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions;
   j. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation.

2. A Proposal may be considered irregular and may be rejected if:
   a. The Proposal does not include a unit price for every Bid item;

b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
c. The authorized Proposal Form furnished by the Contracting Agency is not used or is altered;
d. The completed Proposal form contains unauthorized additions, deletions, alternate Bids, or conditions;
e. Receipt of Addenda is not acknowledged;
f. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
g. If Proposal form entries are not made in ink.

1-02.14 Disqualification of Bidders
(May 17, 2018 APWA GSP, Option A)

Delete this section and replace it with the following:

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

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

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

1-02.15 Pre Award Information
(December 30, 2022 APWA GSP)

Revise this section to read:

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

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,

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

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(December 30, 2022 APWA GSP)

Revise the first paragraph to read:

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

1-03.1(1) Identical Bid Totals

(December 30, 2022 APWA GSP)

Revise this section to read:

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

1-03.3 Execution of Contract
(January 4, 2024 APWA GSP Option A)

This section is supplemented with the following:
Within 5 calendar days of the Award date (not including Saturdays, Sundays and Holidays), the successful Bidder shall provide DBE Trucking Credit Form(s) (WSDOT Form 272-058) when trucking appears on the DBE Utilization Certificate (WSDOT Form 272-056). The DBE Trucking Credit Form shall document how the DBE Trucking firm will be able to perform the scope of work subcontracted to them.

Trucking forms will be returned for correction. Trucking Credit Form(s) will not be included as part of the executed Contract.

DBE Trucking Credit Forms shall be submitted in one of the following ways:

1) By E-mail $$publicworks@cowlitzwa.gov$$ or

2) By Mail to: $$Cowlitz County Dept. of Public Works
Attn: Susan Eugenis, P.E., County Engineer
1600 13th Avenue South
Kelso, WA 98626$$

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

Delete the first paragraph and replace it with the following:

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

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

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

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

Revise this section to read:

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

1-04 SCOPE OF THE WORK

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda
(December 30, 2022 APWA GSP)

Revise the second paragraph to read:

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

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

1-04.4 Changes
(January 19, 2022 APWA GSP)

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

1-05 CONTROL OF WORK

1-05.4 Conformity With And Deviations From Plans And Stakes

Section 1-05.4 is supplemented with the following:

(February 6, 2023)

Contractor Surveying - Structure

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

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, and grades necessary for the construction of bridges, noise walls, retaining walls, buried structures, and marine structures. Except for the survey control data to be furnished by the Contracting Agency, calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility.

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

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

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

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

1. Verify the primary horizontal and vertical control furnished by the Contracting Agency and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include coordinates and elevations of all secondary control points.

2. Establish, by placing hubs and/or marked stakes, the location with offsets of foundation shafts and piles.

3. Establish offsets to footing centerline of bearing for structure excavation.

4. Establish offsets to footing centerline of bearing for footing forms.

5. Establish wing wall, retaining wall, noise wall, and buried structure horizontal alignment.

6. Establish retaining wall top of wall profile grade.

7. Establish buried structure profile grade.

8. Establish elevation benchmarks for all substructure formwork.

9. Check elevations at top of footing concrete line inside footing formwork immediately prior to concrete placement.

10. Check column location and pier centerline of bearing at top of footing immediately prior to concrete placement.

11. Establish location and plumbness of column forms, and monitor column plumbness during concrete placement.

12. Establish pier cap and crossbeam top and bottom elevations and centerline of bearing.

13. Check pier cap and crossbeam top and bottom elevations and centerline of bearing prior to and during concrete placement.

14. Establish grout pad locations and elevations.

15. Establish structure bearing locations and elevations, including locations of anchor bolt assemblies.

16. Establish box girder bottom slab grades and locations.

17. Establish girder and/or web wall profiles and locations.

18. Establish diaphragm locations and centerline of bearing.

19. Establish roadway slab alignment, grades and provide dimensions from top of girder to top of roadway slab. Set elevations for deck paving machine rails.

20. Establish traffic barrier and curb profile.

21. Profile all girders prior to the placement of any deadload or construction live load that may affect the girder's profile.

22. Establish locations for marine structures including fixed and floating berthing structures, vehicle and pedestrian foundations and spans, and marine-based buildings.

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

The Contractor shall submit the computed elevations at the top of bridge decks as a Type 2 Working Drawing. The elevations shall be computed at tenth points along the centerline of each girder web.

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

		Vertical	Horizontal
1.	Stationing on structures		±0.02 feet
2.	Alignment on structures		±0.02 feet
3.	Superstructure elevations	±0.01 feet variation from plan elevation	
4.	Substructure	±0.02 feet variation from Plan grades.	

Buried structures shall be within the tolerances described in Section 6-20.3.

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

When staking the following items, the Contractor shall perform independent checks from different secondary control to ensure that the points staked for these items are within the specified survey accuracy tolerances:

Piles
Shafts
Footings
Columns

The Contractor shall calculate coordinates for the points associated with piles, shafts, footings and columns. The Contracting Agency will verify these coordinates prior to issuing approval to the Contractor for commencing with the survey work. The Contracting Agency will require up to seven calendar days from the date the data is received to issuing approval.

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

Payment

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

"Structure Surveying", lump sum.

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

(January 13, 2021)

Contractor Surveying - Roadway

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

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, and grades necessary for the construction of the roadbed, drainage, surfacing, paving, channelization and pavement marking, illumination and signals, guardrails and barriers, and signing. Except for the survey control data to be furnished by the Contracting Agency, calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility.

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

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

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

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

1. Verify the primary horizontal and vertical control furnished by the Contracting Agency, and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include coordinates and elevations of all secondary control points.

2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and at points on the alignments spaced no further than 50 feet.

3. Establish clearing limits, placing stakes at all angle points and at intermediate points not more than 50 feet apart. The clearing and grubbing limits shall be 5 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless otherwise shown in the Plans.

4. Establish grading limits, placing slope stakes at centerline increments not more than 50 feet apart. Establish offset reference to all slope stakes. If Global Positioning Satellite (GPS) Machine Controls are used to provide grade control, then slope stakes may be omitted at the discretion of the Contractor.

5. Establish the horizontal and vertical location of all drainage features, placing offset stakes to all drainage structures and to pipes at a horizontal interval not greater than 25 feet.

6. Establish roadbed and surfacing elevations by placing stakes at the top of subgrade and at the top of each course of surfacing. Subgrade and surfacing stakes shall be set at horizontal intervals not greater than 50 feet in tangent sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-foot intervals in intersection radii with a radius less than 10 feet. Transversely, stakes shall be placed at all locations where the roadway slope changes and at additional points such that the transverse spacing of stakes is not more than 12 feet. If GPS Machine Controls are used to provide grade control, then roadbed and surfacing stakes may be omitted at the discretion of the Contractor.

7. Establish intermediate elevation benchmarks as needed to check work throughout the project.

8. Provide references for paving pins at 25-foot intervals or provide simultaneous surveying to establish location and elevation of paving pins as they are being placed.

9. For all other types of construction included in this provision, (including but not limited to channelization and pavement marking, illumination and signals, guardrails and barriers, and signing) provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.

10. Contractor shall determine if changes are needed to the profiles or roadway sections shown in the Contract Plans in order to achieve proper smoothness and drainage where matching into existing features, such as a smooth transition from new pavement to existing pavement. The Contractor shall submit these changes to the Engineer for review and approval 10 days prior to the beginning of work.

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

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

	Vertical	Horizontal
Slope stakes	±0.10 feet	±0.10 feet
Subgrade grade stakes set 0.04 feet below grade	±0.01 feet	±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment)

Stationing on roadway	N/A	±0.1 feet
Alignment on roadway	N/A	±0.04 feet
Surfacing grade stakes	±0.01 feet	±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment)
Roadway paving pins for surfacing or paving	±0.01 feet	±0.2 feet (parallel to alignment) ±0.1 feet (normal to alignment)

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

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

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

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

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

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

"Roadway Surveying", lump sum.

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

(*****)
Contractor Surveying – Stream Restoration
Copies of the Contracting Agency provided primary survey control data are available for the bidder's inspection at the office of the Engineer.

The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, and grades necessary for the construction of the stream channel AND stream banks as well as for the seeding, planting, and mitigation areas. Except for the survey control data to be furnished by the Contracting Agency, calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility.

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

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

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

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

1. Verify the primary horizontal and vertical control furnished by the Contracting Agency and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include coordinates and elevations of all secondary control points.

2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on centerline or on offsets to centerline at all log structure survey control point locations and at points on the alignments spaced no further than 25 feet.

3. Establish the planting zone boundaries and mitigation area boundaries, based on the final Clearing and Grubbing limits, the Selective Clearing and Grubbing Buffer Mitigation Area limits, or as otherwise shown in the Plans.

4. Establish stream and stream bank grading limits, placing slope stakes at centerline increments not more than 50 feet apart. Establish offset reference to all slope stakes. If Global Positioning Satellite (GPS) Machine Controls are used to provide grade control, then slope stakes may be omitted at the discretion of the Contractor.

5. Establish stream channel and bank surface 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 25 feet. Stakes shall be placed at all locations where the stream channel slope changes and at additional points such that the transverse spacing of stakes is not more than 12 feet. If GPS Machine Controls are used to provide grade control, then roadbed and surfacing stakes may be omitted at the discretion of the Contractor.

6. Establish intermediate elevation benchmarks as needed to check work throughout the project.

7. For all other types of construction included in this provision, provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.

8. Contractor shall determine if changes are needed to the creek profiles or sections shown in the Contract Plans in order to tie channel and bank grades into existing grades at the upstream and downstream limits of the project. The Contractor shall submit these changes to the Engineer for review and approval 10 days prior to the beginning of work.

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

To facilitate the establishment of these lines and elevations, the Contracting Agency will provide the Contractor with primary survey control information consisting of descriptions of two primary control points used for the horizontal and vertical control, as well as the information from the roughened channel centerline control table and the log survey control point tables included in the Contract Plans.

Primary control points will be described by reference to the project alignment and the coordinate system and elevation datum utilized by the project. In addition, the Contracting Agency will supply horizontal coordinates for the beginning and ending points and for each Point of Intersection (PI) on each alignment included in the project. The Contractor shall ensure a surveying accuracy within the following tolerances:

	Vertical	Horizontal
Slope stakes	±0.10 feet	±0.10 feet
Subgrade grade stakes set 0.04 feet below grade	±0.01 feet	±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment)
Stationing on streambed		±0.1 feet
Alignment on streambed		±0.05 feet
Stationing on large wood structures		±0.1 feet
Alignment on large wood structures		±0.05 feet
Surfacing grade stakes	±0.01 feet	±0.5 feet (parallel to alignment) ±0.1 feet (normal to alignment)

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

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

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

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

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

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

" Stream Restoration Surveying", lump sum.

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

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

Supplement this section with the following:

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

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

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by

the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

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

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

1-05.11 Final Inspection
Delete this section and replace it with the following:

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

1-05.11(1) Substantial Completion Date

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

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

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

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

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

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

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

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

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

1-05.11(3) Operational Testing

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

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

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

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

Delete the sixth and seventh paragraphs of this section.

Add the following new section:

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

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

1-06 CONTROL OF MATERIAL
Section 1-06 is supplemented with the following:

Build America/Buy America

(December 20, 2023)
General Requirements
In accordance with Buy America Preferences for Infrastructure Projects requirements contained in 2 CFR 184 and Division G, Title IX - Build America, Buy America Act (BABA), of Public Law 117-58 (Infrastructure Investment and Jobs Act), the following materials must be American-made:

1. All steel and iron used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

An article, material, or supply will be classified in one of three categories: 1) Steel and Iron, 2) Manufactured Product or 3) Construction Material. Only a single category will apply to an item and be subject to the requirements of the BABA requirements of that category. Some contract items are composed of multiple parts that may fall into different categories. Individual components will be categorized as a construction material, manufactured product, or steel and iron based on their composition when they arrive at the staging area or work site. When steel or iron are a component of a

manufactured product or construction material, the steel and iron components will be subject to "Steel and Iron Requirements" of this Specification.

Definitions

1. Construction Material: Defined as any article, material, or supply brought to the construction site for incorporation into the final product. Construction materials include an article, material, or supply that is or consists primarily of:

    a. Non-ferrous metals including all manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly;

    b. Plastic and polymer-based products including all manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form);

    c. Glass including all manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting);

    d. Fiber optic cable (includes drop cable) including all manufacturing processes, from initial ribboning (if applicable), through buffering, fiber stranding and jacketing, (fiber optic cable also includes the standards for glass and optical fiber);

    e. Optical fiber including all manufacturing processes, from the initial preform fabrication stage, though the completion of the draw;

    f. Lumber including all manufacturing processes, from initial debarking through treatment and planing;

    g. Drywall including all manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels; or

    h. Engineered wood including all manufacturing processes from the initial combination of constituent materials until the wood product is in its final form.

Construction Materials do not include items of primarily iron or steel; manufactured products; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

If a Construction Material is not manufactured in the United States it shall be considered a Foreign Construction Material.

2. Manufactured Product: A Manufactured product includes any item produced as a result of the manufacturing process. Items that consist of two or more of the listed construction materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a

manufacturing process, should be treated as manufactured products, rather than as construction materials.

3. Manufactured in the United States: A construction material will be considered as manufactured in the United States if all manufacturing processes have occurred in the United States.

4. Structural Steel: Defined as all structural steel products included in the project.

5. United States: To further define the coverage, a domestic product is a manufactured steel construction material that was produced in one of the 50 states, the District of Columbia, Puerto Rico, or in the territories and possessions of the United States.

Steel and Iron Requirements

Major quantities of steel and iron construction materials that are permanently incorporated into the project shall consist of American-made materials only. BABA requirements do not apply to temporary steel or iron items, e.g., temporary sheet piling, temporary bridges, steel scaffolding and falsework.

Minor amounts of foreign steel and iron may be utilized in this project provided the cost of the foreign material used does not exceed one-tenth of one percent of the total contract cost or $2,500.00, whichever is greater.

American-made material is defined as material having all manufacturing processes occurring domestically.

If domestically produced steel billets or iron ingots are exported outside of the area of coverage, as defined above, for any manufacturing process then the resulting product does not conform to the BABA requirements. Additionally, products manufactured domestically from foreign source steel billets or iron ingots do not conform to the BABA requirements because the initial melting and mixing of alloys to create the material occurred in a foreign country.

Manufacturing begins with the initial melting and mixing and continues through the coating stage. Any process which modifies the chemical content, the physical size or shape, or the final finish is considered a manufacturing process. The processes include rolling, extruding, machining, bending, grinding, drilling, welding, and coating. The action of applying a coating to steel or iron is deemed a manufacturing process. Coating includes epoxy coating, galvanizing, aluminizing, painting, and any other coating that protects or enhances the value of steel or iron. Any process from the original reduction from ore to the finished product constitutes a manufacturing process for iron.

Due to a nationwide waiver, BABA requirements do not apply to raw materials (iron ore and alloys), scrap (recycled steel or iron), and pig iron ore processed, pelletized, and reduced iron ore.

The following are considered to be steel manufacturing processes:

1. Production of steel by any of the following processes:

    a. Open hearth furnace.

b. Basic oxygen.

c. Electric furnace.

d. Direct reduction.

2. Rolling, heat treating, and any other similar processing.

3. Fabrication of the products:

   a. Spinning wire into cable or strand.

   b. Corrugating and rolling into culverts.

   c. Shop fabrication.

A certification of materials origin will be required for all items comprised of, or containing, steel or iron construction materials prior to such items being incorporated into the permanent work. The Contractor will not receive payment until the certification is received by the Engineer. The certification shall be on WSDOT Form 350-109 provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as WSDOT Form 350-109.

Manufactured Products

Due to a nationwide waiver, BABA requirements do not apply to manufactured products. Manufactured products that contain steel and iron, regardless of a nationwide waiver, will follow "Steel and Iron Requirements" of this Specification.

Construction Material Requirements

A Contractor provided certification of materials origin will be required before each progress estimate or payment. The Contractor will not receive payment until the certification is received by the Engineer. The Contractor shall certify that all construction materials installed during the current progress estimate period meets the Build America, Buy America Act. The certification shall be on WSDOT Form 350-111 provided by the Engineer, or such other form the Contractor chooses, provided it contains the same information as WSDOT Form 350-111.

Waiver for De Minimis Costs

Minor amounts of Foreign Construction Materials may be utilized in this project, provided that the total cost of the Foreign Construction Materials does not exceed $1,000,000 and does not exceed 5 percent of the total applicable material costs calculated as follows:

$$\frac{Total\ cost\ of\ Foreign\ Construction\ Materials}{Total\ applicable\ material\ costs} < 0.05$$

The total applicable material costs shall be the sum of the costs all Construction Materials, all Steel and Iron, and all Manufactured Products. Total applicable material costs does not include the cost of cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Steel and iron materials shall follow the "Steel and Iron Requirements" of this Specification.

1-06.6 Recycled Materials

(January 4, 2016 APWA GSP)

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

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

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

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws To Be Observed

Section 1-07.1 is supplemented with the following:

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

The Contractor shall maintain at the project site office, or other well-known place at the project site, all articles necessary for providing first aid to the injured. The Contractor shall establish, publish, and make known to all employees, procedures for ensuring immediate removal to a hospital, or doctor's care, persons, including employees, who may have been injured on the project site. Employees should not be permitted to work on the project site before the Contractor has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

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

performance does not, and shall not, be intended to include review and adequacy of the Contractor's safety measures in, on, or near the project site.

1-07.2 State Sales Tax
Delete this section, including its sub-sections, in its entirety and replace it with the following:

1-07.2 State Sales Tax
(June 27, 2011 APWA GSP)

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

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

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

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

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

property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

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

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

1-07.2(3) Services

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

1-07.3(2) Merchantable Timber Requirements
(April 7, 2008)

Section 1-07.3(2) is supplemented with the following:

This project contains merchantable timber.

Export Restrictions - DOT Form 410-100, Purchaser Certification for Export Restricted Timber, will be included when the contract is sent to the Contractor for execution. The form shall be completed and signed by the Contractor. The Contractor shall send the original signed form and one copy of the signed form directly to the Washington State Department of Revenue at the address on the form. The Contractor shall send one signed copy along with the other documents required by Section 1-03.3 to the Contracting Agency with the executed contract.

State Tax Requirements - It shall be the Contractor's responsibility to pay to the State Department of Revenue all taxes on harvested timber.

1-07.6 Permits and Licenses
Section 1-07.6 is supplemented with the following:

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

Contact with the permitting agencies, concerning the below-listed permit(s), shall be made through the Engineer with the exception of when the Construction Stormwater General Permit coverage is

transferred to the Contractor, direct communication with the Department of Ecology is allowed. The Contractor shall be responsible for obtaining Ecology's approval for any Work requiring additional approvals (e.g. Request for Chemical Treatment Form). The Contractor shall obtain additional permits as necessary. All costs to obtain and comply with additional permits shall be included in the applicable Bid items for the Work involved.

*** HPA from Washington State Department of Fish and Wildlife
Nationwide Permit 27 from U.S. Army corps of Engineers ***

1-07.7 Load Limits
Section 1-07.7 is supplemented with the following:

(March 13, 1995)
If the sources of materials provided by the Contractor necessitates hauling over roads other than State Highways, the Contractor shall, at the Contractor's expense, make all arrangements for the use of the haul routes.

1-07.9 Wages
1-07.9(1) General *(For Federal Aid Projects Only)*
Section 1-07.9(1) is supplemented with the following:

(January 10, 2024)
The Federal wage rates incorporated in this contract have been established by the Secretary of Labor under United States Department of Labor General Decision No. WA20240001.

The State rates incorporated in this contract are applicable to all construction activities associated with this contract.

1-07.9(5) Required Documents
1-07.9(5)A General
(December 30, 2022 APWA GSP)

This section is revised to read as follows:

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

1-07.11 Requirements For Nondiscrimination
Section 1-07.11 is supplemented with the following:

(October 3, 2022)
Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Contractor's attention is called to the Equal Opportunity Clause and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth herein.

2. The goals and timetables for minority and female participation set by the Office of Federal Contract Compliance Programs, expressed in percentage terms for the Contractor's aggregate work force in each construction craft and in each trade on all construction work in the covered area, are as follows:

Women - Statewide

Timetable	Goal
Until further notice	6.9%

Minorities - by Standard Metropolitan Statistical Area (SMSA)

Spokane, WA:
SMSA Counties:
Spokane, WA 2.8
WA Spokane.
Non-SMSA Counties 3.0
WA Adams; WA Asotin; WA Columbia; WA Ferry; WA Garfield; WA Lincoln, WA Pend Oreille; WA Stevens; WA Whitman.

Richland, WA
SMSA Counties:
Richland Kennewick, WA 5.4
WA Benton; WA Franklin.
Non-SMSA Counties 3.6
WA Walla Walla.

Yakima, WA:
SMSA Counties:
Yakima, WA 9.7
WA Yakima.
Non-SMSA Counties 7.2
WA Chelan; WA Douglas; WA Grant; WA Kittitas; WA Okanogan.

Seattle, WA:
SMSA Counties:
Seattle Everett, WA 7.2
WA King; WA Snohomish.
Tacoma, WA 6.2
WA Pierce.
Non-SMSA Counties 6.1
WA Clallam; WA Grays Harbor; WA Island; WA Jefferson; WA Kitsap; WA Lewis; WA Mason; WA Pacific; WA San Juan; WA Skagit; WA Thurston; WA Whatcom.

Portland, OR:
SMSA Counties:
Portland, OR-WA 4.5
WA Clark.
Non-SMSA Counties 3.8
WA Cowlitz; WA Klickitat; WA Skamania; WA Wahkiakum.

These goals are applicable to each nonexempt Contractor's total on-site construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, or federally assisted project, contract, or subcontract until further notice. Compliance with these goals and time tables is enforced by the Office of Federal Contract compliance Programs.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, in each construction craft and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goal shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 or more that are Federally funded, at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed. The notification shall be sent to:

   U.S. Department of Labor
   Office of Federal Contract Compliance Programs Pacific Region
   Attn: Regional Director
   San Francisco Federal Building
   90 – 7th Street, Suite 18-300
   San Francisco, CA 94103(415) 625-7800 Phone
   (415) 625-7799 Fax

4. As used in this Notice, and in the contract resulting from this solicitation, the Covered Area is as designated herein.

<u>Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)</u>

1. As used in these specifications:

   a. Covered Area means the geographical area described in the solicitation from which this contract resulted;

   b. Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c. Employer Identification Number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941;

   d. Minority includes:

      (1) Black, a person having origins in any of the Black Racial Groups of Africa.

      (2) Hispanic, a fluent Spanish speaking, Spanish surnamed person of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish origin.

      (3) Asian or Pacific Islander, a person having origins in any of the original peoples of the Pacific rim or the Pacific Islands, the Hawaiian Islands and Samoa.

      (4) American Indian or Alaskan Native, a person having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or subcontractor's failure to take good faith effort to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of this Special Provision. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of

minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its action. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

    a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

    b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

    c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunity and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the U.S. Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the obligations under 7a through 7p of this Special Provision provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensure that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrate the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, terminations and cancellations of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of this Special Provision, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include, for each employee, their name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, the Contractors will not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. Additional assistance for Federal Construction Contractors on contracts administered by Washington State Department of Transportation or by Local Agencies may be found at:

    Washington State Dept. of Transportation
    Office of Equal Opportunity
    PO Box 47314
    310 Maple Park Ave. SE
    Olympia WA
    98504-7314
    Ph: 360-705-7090
    Fax: 360-705-6801
    http://www.wsdot.wa.gov/equalopportunity/default.htm

1-07.11 Requirements for Nondiscrimination

(October 1, 2020 APWA GSP, Option B)

Supplement this section with the following:

Disadvantaged Business Enterprise Participation

The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 and USDOT's official interpretations (i.e., Questions & Answers) apply to this Contract. Demonstrating compliance with these Specifications is a Condition of Award (COA) of this Contract. Failure to comply with the requirements of this Specification may result in your Bid being found to be nonresponsive resulting in rejection or other sanctions as provided by Contract.

DBE Abbreviations and Definitions

Broker – A business firm that provides a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for the performance of the Contract; or, persons/companies who arrange or expedite transactions.

Certified Business Description – Specific descriptions of work the DBE is certified to perform, as identified in the Certified Firm Directory, under the Vendor Information page.

Certified Firm Directory – A database of all Minority, Women, and Disadvantaged Business Enterprises currently certified by Washington State. The on-line Directory is available to Bidders for their use in identifying and soliciting interest from DBE firms. The database is located under the Firm Certification section of the Diversity Management and Compliance System web page at: https://omwbe.diversitycompliance.com.

Commercially Useful Function (CUF) – 49 CFR 26.55(c)(1) defines commercially useful function as: "*A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.*"

Disadvantaged Business Enterprise (DBE) – A business firm certified by the Washington State Office of Minority and Women's Business Enterprises, as meeting the criteria outlined in 49 CFR 26 regarding DBE certification.

Force Account Work – Work measured and paid in accordance with Section 1-09.6.

Good Faith Efforts – Efforts to achieve the DBE COA Goal or other requirements of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the

program requirement.

Manufacturer (DBE) – A DBE firm that operates or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract. A DBE Manufacturer shall produce finished goods or products from raw or unfinished material or purchase and substantially alters goods and materials to make them suitable for construction use before reselling them.

Reasonable Fee (DBE) – For purposes of Brokers or service providers a reasonable fee shall not exceed 5% of the total cost of the goods or services brokered.

Regular Dealer (DBE) – A DBE firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of a Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a Regular Dealer, the DBE firm must be an established regular business that engages in as its principal business and in its own name the purchase and sale of the products in question. A Regular Dealer in such items as steel, cement, gravel, stone, and petroleum products need not own, operate or maintain a place of business if it both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by long-term formal lease agreements and not on an ad-hoc basis. Brokers, packagers, manufacturers' representatives, or other persons who arrange or expedite transactions shall not be regarded as Regular Dealers within the meaning of this definition.

DBE Commitment – The scope of work and dollar amount the Bidder indicates they will be subcontracting to be applied towards the DBE Condition of Award Goal as shown on the DBE Utilization Certification Form for each DBE Subcontractor. This DBE Commitment amount will be incorporated into the Contract and shall be considered a Contract requirement. The Contractor shall utilize the COA DBEs to perform the work and supply the materials for which they are committed. Any changes to the DBE Commitment require the Engineer's prior written approval.

DBE Condition of Award (COA) Goal – An assigned numerical amount specified as a percentage of the Contract. Initially, this is the minimum amount that the Bidder must commit to by submission of the Utilization Certification Form and/or by Good Faith Effort (GFE).

DBE COA Goal
The Contracting Agency has established a DBE COA Goal for this Contract in the amount of: *** 12% ***

Crediting DBE Participation
Subcontractors proposed as COA must be certified prior to the due date for bids on the Contract. All non-COA DBE Subcontractors shall be certified before the subcontract on which they are participating is executed.

DBE participation is only credited upon payment to the DBE.

The following are some definitions of what may be counted as DBE participation.

DBE Prime Contractor
Only take credit for that portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the Work that the DBE Prime Contractor performs with its own forces and is certified to perform.

DBE Subcontractor
Only take credit for that portion of the total dollar value of the subcontract that is equal to the distinct, clearly defined portion of the Work that the DBE performs with its own forces and is certified to perform. The value of work performed by the DBE includes the cost of supplies and materials purchased by the DBE and equipment leased by the DBE, for its work on the contract. Supplies, materials or equipment obtained by a DBE that are not utilized or incorporated in the contract work by the DBE will not be eligible for DBE credit.

The supplies, materials, and equipment purchased or leased from the Contractor or its affiliate, including any Contractor's resources available to DBE subcontractors at no cost, shall not be credited.

DBE credit will not be given in instances where the equipment lease includes the operator. The DBE is expected to operate the equipment used in the performance of its work under the contract with its own forces. Situations where equipment is leased and used by the DBE, but payment is deducted from the Contractor's payment to the DBE is not allowed.

When the subcontractor is part of a DBE Commitment, the following apply:

1. If a DBE subcontracts a portion of the Work of its contract to another firm, the value of the subcontracted Work may be counted toward the DBE COA Goal only if the Lower-Tier Subcontractor is also a DBE.

2. Work subcontracted to a Lower-Tier Subcontractor that is a DBE, may be counted toward the DBE COA Goal.

3. Work subcontracted to a non-DBE does not count towards the DBE COA Goal.

DBE Subcontract and Lower Tier Subcontract Documents
There must be a subcontract agreement that complies with 49 CFR Part 26 and fully describes the distinct elements of Work committed to be performed by the DBE.

DBE Service Provider
The value of fees or commissions charged by a DBE firm behaving in a manner of a Broker, or another service provider for providing a bona fide service, such as professional, technical, consultant, managerial services, or for providing bonds or insurance specifically required for the performance of the contract will only be credited as DBE participation, if the fee/commission is determined by the Contracting Agency to be reasonable and the firm has performed a CUF.

Force Account Work
When the Bidder elects to utilize force account Work to meet the DBE COA Goal, as demonstrated by listing this force account Work on the DBE Utilization Certification Form, for the purposes of meeting

the DBE COA Goal, only 50% of the Proposal amount shall be credited toward the Bidder's Commitment to meet the DBE COA Goal.

One hundred percent of the actual amounts paid to the DBE for the force account Work shall be credited towards the DBE COA Goal or DBE participation.

Temporary Traffic Control

If the DBE firm only provides "Flagging", the DBE firm must provide a Traffic Control Supervisor (TCS) and flagger, which are under the direct control of the DBE. The DBE firm shall also provide all flagging equipment for it's employees (e.g. paddles, hard hats, and vests).

If the DBE firm provides "Traffic Control Services", the DBE firm must provide a TCS, flaggers, and traffic control items (e.g., cones, barrels, signs, etc.) and be in total control of all items in implementing the traffic control for the project.

Trucking

DBE trucking firm participation may only be credited as DBE participation for the value of the hauling services, not for the materials being hauled unless the trucking firm is also certified as a supplier of those materials. In situations where the DBE's work is priced per ton, the value of the hauling service must be calculated separately from the value of the materials in order to determine DBE credit for hauling

The DBE trucking firm must own and operate at least one licensed, insured and operational truck on the contract. The truck must be of the type that is necessary to perform the hauling duties required under the contract. The DBE receives credit for the value of the transportation services it provides on the Contract using trucks it owns or leases, licenses, insures, and operates with drivers it employs.

The DBE may lease additional trucks from another DBE firm. The DBE who leases additional trucks from another DBE firm receives credit for the value of the transportation services the lessee DBE provides on the Contract.

The trucking Work subcontracted to any non-DBE trucking firm will not receive credit for Work done on the project.

The DBE may lease trucks from a truck leasing company (recognized truck rental center), but can only receive credit towards DBE participation if the DBE uses its own employees as drivers.

DBE Manufacturer and DBE Regular Dealer

One hundred percent (100%) of the cost of the manufactured product obtained from a DBE manufacturer may count towards the DBE COA Goal.

Sixty percent (60%) of the cost of materials or supplies purchased from a DBE Regular Dealer may be credited towards the DBE Goal. If the role of the DBE Regular Dealer is determined to be that of a Broker, then DBE credit shall be limited to the fee or commission it receives for its services. Regular Dealer status and the amount of credit is determined on a Contract-by-Contract basis.

DBE firms proposed to be used as a Regular Dealer must be approved before being listed as a COA/used on a project. The WSDOT Approved Regular Dealer list published on WSDOT's Office of Equal Opportunity (OEO) web site must include the specific project for which approval is being requested. For purposes of the DBE COA Goal participation, the Regular Dealer must submit the Regular Dealer Status Request form a minimum of five calendar days prior to bid opening.

Purchase of materials or supplies from a DBE which is neither a manufacturer nor a regular dealer, (i.e. Broker) only the fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, may count towards the DBE COA Goal provided the fees are not excessive as compared with fees customarily allowed for similar services. Documentation will be required to support the fee/commission charged by the DBE. The cost of the materials and supplies themselves cannot be counted toward the DBE COA Goal.

Note: Requests to be listed as a Regular Dealer will only be processed if the requesting firm is a material supplier certified by the Office of Minority and Women's Business Enterprises in a NAICS code that falls within the 42XXXX NAICS Wholesale code section.

Disadvantaged Business Enterprise Utilization

To be eligible for award of the Contract, the Bidder shall properly complete and submit a Disadvantaged Business Enterprise (DBE) Utilization Certification with the Bidder's sealed Bid Proposal, as specified in Section 1-02.9 Delivery of Proposal. The Bidder's DBE Utilization Certification must clearly demonstrate how the Bidder intends to meet the DBE COA Goal. A DBE Utilization Certification (WSDOT Form 272-056) is included in the Proposal package for this purpose as well as instructions on how to properly fill out the form.

The Bidder is advised that the items listed below when listed in the Utilization Certification must have their amounts reduced to the percentages shown and those reduced amounts will be the amount applied towards meeting the DBE COA Goal.

- Force account at 50%
- Regular dealer at 60%

In the event of arithmetic errors in completing the DBE Utilization Certification, the amount listed to be applied towards the DBE COA Goal for each DBE shall govern and the DBE total amount shall be adjusted accordingly.

Note: The Contracting Agency shall consider as non-responsive and shall reject any Bid Proposal submitted that does not contain a DBE Utilization Certification Form that accurately demonstrates how the Bidder intends to meet the DBE COA Goal.

Disadvantaged Business Enterprise Written Confirmation Document(s)

The Bidder shall submit an Disadvantaged Business Enterprise (DBE) Written Confirmation Document (completed and signed by the DBE) for each DBE firm listed in the Bidder's completed DBE Utilization Certification submitted with the Bid. Failure to do so will result in the associated participation being disallowed, which may cause the Bid to be determined to be nonresponsive resulting in Bid rejection.

The Confirmation Documents provide confirmation from the DBEs that they are participating in the Contract as provided in the Bidder's Commitment. The Confirmation Documents must be consistent with the Utilization Certification.

A DBE Written Confirmation Document (WSDOT Form 422-031) is included in the Proposal package for this purpose.

The form(s) shall be received as specified in the special provisions for Section 1-02.9 Delivery of Proposal.

It is prohibited for the Bidder to require a DBE to submit a Written Confirmation Document with any part of the form left blank. Should the Contracting Agency determine that an incomplete Written Confirmation Document was signed by a DBE, the validity of the document comes into question. The associated DBE participation may not receive credit.

Selection of Successful Bidder/Good Faith Efforts (GFE)

The successful Bidder shall be selected on the basis of having submitted the lowest responsive Bid, which demonstrates a good faith effort to achieve the DBE COA Goal. The Contracting Agency, at any time during the selection process, may request a breakdown of the bid items and amounts that are counted towards the overall contract goal for any of the DBEs listed on the DBE Utilization Certification.

Achieving the DBE COA Goal may be accomplished in one of two ways:

1. By meeting the DBE COA Goal
   Submission of the DBE Utilization Certification, supporting DBE Written Confirmation Document(s) showing the Bidder has obtained enough DBE participation to meet or exceed the DBE COA Goal, the DBE Bid Item Breakdown and the DBE Trucking Credit Form, if applicable.

2. By documentation that the Bidder made adequate GFE to meet the DBE COA Goal
   The Bidder may demonstrate a GFE in whole or part through GFE documentation ONLY IN THE EVENT a Bidder's efforts to solicit sufficient DBE participation have been unsuccessful. The Bidder must supply GFE documentation in addition to the DBE Utilization Certification, supporting DBE Written Confirmation Document(s), the DBE Bid Item Breakdown form and the DBE Trucking Credit Form, if applicable.

Note: In the case where a Bidder is awarded the contract based on demonstrating adequate GFE, the advertised DBE COA Goal will not be reduced. The Bidder shall demonstrate a GFE during the life of the Contract to attain the advertised DBE COA Goal.

GFE documentation, the DBE Bid Item Breakdown form, and the DBE Trucking Credit Form, if applicable, shall be submitted as specified in Section 1-02.9.

The Contracting Agency will review the GFE documentation and will determine if the Bidder made an adequate good faith effort.

Good Faith Effort (GFE) Documentation
GFE is evaluated when:

1. Determining award of a Contract that has COA goal,

2. When a COA DBE is terminated and substitution is required, and

3. Prior to Physical Completion when determining whether the Contractor has satisfied its DBE commitments.

49 CFR Part 26, Appendix A is intended as general guidance and does not, in itself, demonstrate adequate good faith efforts. The following is a list of types of actions, which would be considered as part of the Bidder's GFE to achieve DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

1. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the Work of the Contract. The Bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The Bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

2. Selecting portions of the Work to be performed by DBEs in order to increase the likelihood that the DBE COA Goal will be achieved. This includes, where appropriate, breaking out contract Work items into economically feasible units to facilitate DBE participation, even when the Bidder might otherwise prefer to perform these Work items with its own forces.

3. Providing interested DBEs with adequate information about the Plans, Specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.

    a. Negotiating in good faith with interested DBEs. It is the Bidder's responsibility to make a portion of the Work available to DBE subcontractors and suppliers and to select those portions of the Work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the Plans and Specifications for the Work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the Work.

    b. A Bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as the DBE COA Goal into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Bidder's failure to meet the DBE COA Goal, as long as such costs are reasonable. Also, the ability or desire of a Bidder to perform the Work of a Contract with its own organization does not relieve the Bidder of the responsibility to make Good Faith Efforts. Bidders are not,

however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

4. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Bidder's efforts to meet the DBE COA Goal.

5. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Bidder.

6. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

7. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

8. Documentation of GFE must include copies of each DBE and non-DBE subcontractor quotes submitted to the Bidder when a non-DBE subcontractor is selected over a DBE for Work on the Contract. (ref. updated DBE regulations – 26.53(b)(2)(vi) & App. A)

Administrative Reconsideration of GFE Documentation

A Bidder has the right to request reconsideration if the GFE documentation submitted with their Bid was determined to be inadequate.

- The Bidder must request within 48 hours of notification of being nonresponsive or forfeit the right to reconsideration.

- The reconsideration decision on the adequacy of the Bidder's GFE documentation shall be made by an official who did not take part in the original determination.

- Only original GFE documentation submitted as a supplement to the Bid shall be considered. The Bidder shall not introduce new documentation at the reconsideration hearing.

- The Bidder shall have the opportunity to meet in person with the official for the purpose of setting forth the Bidder's position as to why the GFE documentation demonstrates a sufficient effort.

- The reconsideration official shall provide the Bidder with a written decision on reconsideration within five working days of the hearing explaining the basis for their finding.

DBE Bid Item Breakdown
The Bidder shall submit a DBE Bid Item Breakdown Form (WSDOT Form 272-054) as specified in the Special Provisions for Section 1-02.9, Delivery of Proposal.

DBE Trucking Credit Form
The Bidder shall submit a DBE Trucking Credit Form (WSDOT Form 272-058), as specified in the Special Provisions for Section 1-02.9, Delivery of Proposal.

Note: The DBE Trucking Credit Form is only required for a DBE Firm listed on the DBE Utilization Certification as a subcontractor for "Trucking" or "Hauling" and are performing a part of a bid item. For example, if the item of Work is Structure Excavation including Haul, and another firm is doing the excavation and the DBE Trucking firm is doing the haul, the form is required. For a DBE subcontractor that is responsible for an entire item of work that may require some use of trucks, the form is not required.

Procedures between Award and Execution
After Award and prior to Execution, the Contractor shall provide the additional information described below. Failure to comply shall result in the forfeiture of the Bidder's Proposal bond or deposit.

1. A list of all firms who submitted a bid or quote in attempt to participate in this project whether they were successful or not. Include the business name and mailing address.

Note: The firms identified by the Contractor may be contacted by the Contracting Agency to solicit general information as follows: age of the firm and average of its gross annual receipts over the past three years.

Procedures after Execution
Commercially Useful Function (CUF)
The Contractor may only take credit for the payments made for Work performed by a DBE that is determined to be performing a CUF. Payment must be commensurate with the work actually performed by the DBE. This applies to all DBEs performing Work on a project, whether or not the DBEs are COA, if the Contractor wants to receive credit for their participation. The Engineer will conduct CUF reviews to ascertain whether DBEs are performing a CUF. A DBE performs a CUF when it is carrying out its responsibilities of its contract by actually performing, managing, and supervising the Work involved. The DBE must be responsible for negotiating price; determining quality and quantity; ordering the material, installing (where applicable); and paying for the material itself. If a DBE does not perform "all" of these functions on a furnish-and-install contract, it has not performed a CUF and the cost of materials cannot be counted toward DBE COA Goal. Leasing of equipment from a leasing company is allowed. However, leasing/purchasing equipment from the Contractor is not allowed. Lease agreements shall be provided prior to the Subcontractor beginning Work. Any use of the Contractor's equipment by a DBE may not be credited as countable participation.

The DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which the funds are passed in order to obtain the appearance of DBE participation.

In order for a DBE traffic control company to be considered to be performing a CUF, the DBE must be in control of its work inclusive of supervision. The DBE shall employ a Traffic Control Supervisor who is directly involved in the management and supervision of the traffic control employees and services.

The following are some of the factors that the Engineer will use in determining whether a DBE trucking company is performing a CUF:

- The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract. The owner demonstrates business related knowledge, shows up on site and is determined to be actively running the business.

- The DBE itself shall own and operate at least one fully licensed, insured, and operational truck used on the Contract. The drivers of the trucks owned and leased by the DBE must be exclusively employed by the DBE and reflected on the DBE's payroll.

- Lease agreements for trucks shall indicate that the DBE has exclusive use of and control over the truck(s). This does not preclude the leased truck from working for others provided it is with the consent of the DBE and the lease provides the DBE absolute priority for use of the leased truck.

- Leased trucks shall display the name and identification number of the DBE.

UDBE/DBE/FSBE Truck Unit Listing Log

In addition to the subcontracting requirements of Section 1-08.1, each DBE trucking firm shall submit supplemental information consisting of a completed Primary UDBE/DBE/FSBE Truck Unit Listing Log (WSDOT Form 350-077), copy of vehicle registrations, and all Rental/Lease agreements (if applicable). The supplemental information shall be submitted to the Engineer prior to any trucking services being performed for DBE credit. Incomplete or incorrect supplemental information will be returned for correction. The corrected Primary UDBE/DBE/FSBE Truck Unit Listing Log and any Updated Primary UDBE/DBE/FSBE Truck Unit Listing Logs shall be submitted and accepted by the Engineer no later than ten calendar days of utilizing applicable trucks. Failure to submit or update the DBE Truck Unit Listing Log may result in trucks not being credited as DBE participation.

Each DBE trucking firm shall complete a Daily UDBE/DBE/FSBE Trucking Unit Listing Log for each day that the DBE performs trucking services for DBE credit. The Daily UDBE/DBE/FSBE Trucking Unit Listing Log forms shall be submitted to the Engineer by Friday of the week after the work was performed.

Joint Checking

A joint check is a check between a Subcontractor and the Contractor to the supplier of materials/supplies. The check is issued by the Contractor as payer to the Subcontractor and the material supplier jointly for items to be incorporated into the project. The DBE must release the check to the supplier, while the Contractor acts solely as the guarantor.

A joint check agreement must be approved by the Engineer and requested by the DBE involved using the DBE Joint Check Request Form (form # 272-053) prior to its use. The form must accompany the DBE Joint Check Agreement between the parties involved, including the conditions of the arrangement and expected use of the joint checks.

The approval to use joint checks and the use will be closely monitored by the Engineer. To receive DBE credit for performing a CUF with respect to obtaining materials and supplies, a DBE must "be responsible for negotiating price, determining quality and quantity, ordering the material, installing and paying for the material itself." The Contractor shall submit DBE Joint Check Request Form tothe Engineer and be in receipt of written approval prior to using a joint check.

Material costs paid by the Contractor directly to the material supplier are not allowed. If proper procedures are not followed or the Engineer determines that the arrangement results in lack of independence for the DBE involved, no DBE credit will be given for the DBE's participation as it relates to the material cost.

Prompt Payment
Prompt payment to all subcontractors shall be in accordance with Section 1-08.1. Prompt payment requirements apply to progress payments as well as return of retainage.

Subcontracts
Prior to a DBE performing Work on the Contract, an executed subcontract between the DBE and the Contractor shall be submitted to the Engineer. The executed subcontracts shall be submitted by email to the following email address:

*** publicworks@cowlitzwa.gov
SWRegionOEO@wsdot.wa.gov ***

The prime contractor shall notify the Engineer in writing within five calendar days of subcontract submittal.

Reporting
The Contractor and all subcontractors/suppliers/service providers that utilize DBEs to perform work on the project, shall maintain appropriate records that will enable the Engineer to verify DBE participation throughout the life of the project.

Refer to Section 1-08.1 for additional reporting requirements associated with this contract.

Changes in COA Work Committed to DBE
The Contractor shall utilize the COA DBEs to perform the work and supply the materials for which each is committed unless prior written approval by the Engineer is received by the Contractor. The Contractor shall not be entitled to any payment for work or material completed by the Contractor or subcontractors that was committed to be completed by the COA DBEs in the DBE Utilization Certification form.

Owner Initiated Changes
In instances where the Engineer makes changes that result in changes to Work that was committed to a COA DBE the Contractor may be directed to substitute for the Work.

Contractor Initiated Changes
The Contractor cannot change the scope or reduce the amount of work committed to a COA DBE without good cause. Reducing DBE Commitment is viewed as partial DBE termination, and therefore subject to the termination procedures below.

Original Quantity Underruns
In the event that Work committed to a DBE firm as part of the COA underruns the original planned quantities the Contractor may be required to substitute other remaining Work to another DBE.

Contractor Proposed DBE Substitutions
Requests to substitute a COA DBE must be for good cause (see DBE termination process below) and requires prior written approval of the Engineer. After receiving a termination with good cause approval, the Contractor may only replace a DBE with another certified DBE. When any changes between Contract Award and Execution result in a substitution of COA DBE, the substitute DBE shall have been certified prior to the bid opening on the Contract.

DBE Termination
Termination of a COA DBE (or an approved substitute DBE) is only allowed in whole or in part for good cause and with prior written approval of the Engineer. If the Contractor terminates a COA DBE without the prior written approval of the Engineer, the Contractor shall not be entitled to payment for work or material committed to, but not performed/supplied by the COA DBE. In addition, sanctions may apply as described elsewhere in this specification.

Prior to requesting approval to terminate a COA DBE, the Contractor shall give notice in writing to the DBE with a copy to the Engineer of its intent to request to terminate DBE Work and the reasons for doing so. The DBE shall have five (5) days to respond to the Contractor's notice. The DBE's response shall either support the termination or advise the Engineer and the Contractor of the reasons it objects to the termination of its subcontract.

If the request for termination is approved, the Contractor is required to substitute with another DBE to perform at least the same amount of work as the DBE that was terminated (or provide documentation of GFE). A plan to replace the COA DBE Commitment amount shall be submitted to the Engineer within 2 days of the approval of termination. The plan to replace the Commitment shall provide the same detail as that required in the DBE Utilization Certification.

The Contractor must have good cause to terminate a COA DBE.

Good cause typically includes situations where the DBE Subcontractor is unable or unwilling to perform the work of its subcontract. Good cause may exist if:

- The DBE fails or refuses to execute a written contract.
- The DBE fails or refuses to perform the Work of its subcontract in a way consistent with normal industry standards.
- The DBE fails or refuses to meet the Contractor's reasonable nondiscriminatory bond requirements.

- The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness.
- The DBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal law or applicable State law.
- The DBE is ineligible to receive DBE credit for the type of work involved.
- The DBE voluntarily withdraws from the project and provides written notice of its withdrawal.
- The DBE's work is deemed unsatisfactory by the Engineer and not in compliance with the Contract.
- The DBE's owner dies or becomes disabled with the result that the DBE is unable to complete its Work on the Contract.

Good cause does not exist if:

- The Contractor seeks to terminate a COA DBE so that the Contractor can self-perform the Work.
- The Contractor seeks to terminate a COA DBE so the Contractor can substitute another DBE contractor or non-DBE contractor after Contract Award.
- The failure or refusal of the COA DBE to perform its Work on the subcontract results from the bad faith or discriminatory action of the Contractor (e.g., the failure of the Contractor to make timely payments or the unnecessary placing of obstacles in the path of the DBE's Work).

Decertification
When a DBE is "decertified" from the DBE program during the course of the Contract, the participation of that DBE shall continue to count as DBE participation as long as the subcontract with the DBE was executed prior to the decertification notice. The Contractor is obligated to substitute when a DBE does not have an executed subcontract agreement at the time of decertification.

Consequences of Non-Compliance
Breach of Contract
Each contract with a Contractor (and each subcontract the Contractor signs with a Subcontractor) must include the following assurance clause:

The Contractor, subrecipient, or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the Contractor from future bidding as non-responsible.

Notice
If the Contractor or any Subcontractor, Consultant, Regular Dealer, or service provider is deemed to be in non-compliance, the Contractor will be informed in writing, by certified mail by the Engineer that sanctions will be imposed for failure to meet the DBE COA Commitment and/or submit documentation of good faith efforts. The notice will state the specific sanctions to be imposed which may include impacting a Contractor or other entity's ability to participate in future contracts.

Sanctions
If it is determined that the Contractor's failure to meet all or part of the DBE COA Commitment is due to the Contractor's inadequate good faith efforts throughout the life of the Contract, including failure to submit timely, required Good Faith Efforts information and documentation, the Contractor may be required to pay DBE penalty equal to the amount of the unmet Commitment, in addition to the sanctions outlined in Section 1-07.11(5).

Payment
Compensation for all costs involved with complying with the conditions of this Specification and any other associated DBE requirements is included in payment for the associated Contract items of Work, except otherwise provided in the Specifications.

(November 2, 2022)
Special Training Provisions
General Requirements
The Contractor's equal employment opportunity, affirmative action program shall include the requirements set forth below. The Contractor shall provide on-the-job training aimed at developing trainees to journey-level status in the trades involved. The number of training hours shall be *** 400 ***. Trainees shall not be assigned less than 400 hours per individual per Contract. The Contractor may elect to accomplish training as part of the work of a subcontractor, however, the Prime Contractor shall retain the responsibility for complying with these Special Provisions (achieving the training goal). When the Contractor's training plan includes trainees for subcontractors or lower-tier subcontractors, this special provision shall be included in the subcontract.

Trainee Approval
The Contractor shall make every effort to employ/enroll minority and women trainees to the extent such persons are available within a reasonable recruitment area. This training provision is not intended and shall not be used to discriminate against any applicant for training, whether that person is a minority, woman or otherwise. A non-minority male trainee or apprentice may be approved provided the following requirements are met:

1. The Contractor is otherwise in compliance with the contract's Equal Employment Opportunity (EEO) and On-the-Job Training (OJT) requirements and provides documentation of the efforts taken to fill the specific training position with either minorities or females

2. or, if not otherwise in compliance, furnishes evidence of his/her systematic and direct recruitment efforts in regard to the position in question and in promoting the enrollment and/or employment of minorities and females in the craft which the proposed trainee is to be trained

3. and the Contractor has made a good faith effort towards recruiting of minorities and women. As a minimum good faith efforts shall consist of the following:

    a. Distribution of written notices of available employment opportunities with the Contractor and enrollment opportunities with its unions. Distribution should include but not be limited to; minority and female recruitment sources, WSDOT's OJT Support Services Coordinator, and minority and female community organizations.

    b. Records documenting the Contractor's efforts and the outcome of those efforts, to employ minority and female applicants and/or refer them to unions.

    c. Records reflecting the Contractor's efforts in participating in developing minority and female on-the-job training opportunities, including upgrading programs and apprenticeship opportunities.

    d. Distribution of written notices to unions and training programs disseminating the Contractor's EEO policy and requesting cooperation in achieving EEO and OJT obligations (and their written responses). For assistance in locating trainee candidates, the Contractor may call WSDOT's OJT Support Services Coordinator at (360) 705-7090 or email ojtssinfo@wsdot.wa.gov.

No employee shall be employed as a trainee in any classification in which the employee has successfully completed a training course leading to journey-level worker status or in which the employee has been employed as a journey-level worker. The Contractor's records shall document the methods for determining the trainee's status and findings in each case. When feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

For the purpose of this specification, acceptable training programs are those employing trainees/apprentices registered with the following:

1. Washington State Department of Labor & Industries — State Apprenticeship Training Council (SATC) approved apprenticeship agreement:

    a. Pursuant to RCW 49.04.060, an apprenticeship agreement shall be;

        i. an individual written agreement between an employer and apprentice
        ii. a written agreement between (an employer or an association of employers) and an organization of employees describing conditions of employment for apprentices
        iii. a written statement describing conditions of employment for apprentices in a plant where there is no bona fide employee organization.

    All such agreements shall conform to the basic standards and other provisions of RCW Chapter 49.04.

2. Apprentices must be registered with U.S. Department of Labor — Apprenticeship Training, Employer, and Labor Services (ATELS) approved program.

Or

3. Non-ATELS/SATC programs that have been submitted to the Contracting Agency for approval by the FHWA for the specific project.

Obligation to Provide Information
Upon starting a new trainee, the Contractor shall furnish the trainee a copy of the approved program the Contractor will follow in providing the training. Upon completion of the training, the Contractor shall provide the Contracting Agency with a certification showing the type and length of training satisfactorily completed by each trainee.

Training Program Approval
The Training Program shall meet the following requirements:

1. The Training Program (DOT Form 272-049) must be submitted to the Engineer for approval **prior to commencing contract work** and shall be resubmitted when modifications to the program occur.

2. The minimum length and type of training for each classification will be as established in the training program as approved by the Contracting Agency.

3. The Training Program shall contain the trades proposed for training, the number of trainees, the hours assigned to the trade and the estimated beginning work date for each trainee.

4. Unless otherwise specified, Training Programs will be approved if the proposed number of training hours equals the training hours required by contract and the trainees are not assigned less than 400 hours each.

5. After approval of the training program, information concerning each individual trainee and good faith effort documentation shall be submitted (on DOT Form 272-050).

6. Flagging programs will not be approved. Other programs that include flagging training will only be approved if the flagging portion is limited to an orientation of not more than 20 hours.

7. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower-level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Some off-site training is permissible as long as the training is an integral part of an approved training program.

8. It is normally expected that a trainee will begin training on the project as soon as feasible after start of work, utilizing the skill involved and remain on the project as long as training opportunities exist in the work classification or the trainee reaches journey-level status. It is not

required that all trainees be on board for the entire length of the contract. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

9. Wage Progressions: Trainees will be paid at least the applicable ratios or wage progressions shown in the apprenticeship standards published by the Washington State Department of Labor and Industries. In the event that no training program has been established by the Department of Labor and Industries, the trainee shall be paid in accordance with the provisions of RCW 39.12.021, which reads as follows:

   > Apprentice workers employed upon public works projects for whom an apprenticeship agreement has been registered and approved with the State Apprenticeship Council pursuant to RCW 49.04, must be paid at least the prevailing hourly rate for an apprentice of that trade. Any worker for whom an apprenticeship agreement has not been registered and approved by the State Apprenticeship Council shall be considered to be a fully qualified journey-level worker, and, therefore, shall be paid at the prevailing hourly rate for journey-level worker.

Compliance
In the event that the Contractor is unable to accomplish the required training hours but can demonstrate a good faith effort to meet the requirements as specified, then the Contracting Agency will adjust the training goals accordingly.

Noncompliance and Sanctions
When a contractor violates EEO provisions of the contract, the Contracting Agency may impose damages in accordance with WSDOT's Equal Opportunity Compliance Program and the FHWA 1273. These damages consist of additional administrative costs including, but not limited to, the inspection, supervision, engineering, compliance, and legal staff time and expenses necessary for investigating, reporting, and correcting violations, as well as loss of federal funding, if any. Damages attributable to a contractor's violations of the EEO provisions may be deducted from progress payments due the Contractor. Before any money is withheld, the Contractor will be provided with a notice of the basis of the violations, the amount to be withheld and provided an opportunity to respond. The monetary value of the sanction will be calculated on a case-by-case basis and based on the damages incurred by the Contracting Agency.

The Contracting Agency's decision to recover damages for an EEO violation does not limit its ability to suspend or revoke the contractor's pre-qualification status or seek other remedies as allowed by federal or state law. In appropriate circumstances, the Contracting Agency may also refer the Contractor to other state or federal authorities for additional sanctions.

Requirements for Non ATELS/SATC Approved Training Programs
Contractors who are not affiliated with a program approved by ATELS or SATC may have their training program approved (by FHWA) provided that the program is submitted for approval on DOT Form 272-049, and the following standards are addressed and incorporated in the Contractor's program:

1. The program establishes minimum qualifications for persons entering the training program.

2. The program shall outline the work processes in which the trainee will receive supervised work experience and training on-the-job and the allocation of the approximate time to be spent in each major process. The program shall include the method for recording and reporting the training completed shall be stated.

3. The program shall include a numeric ratio of trainees to journey-level worker consistent with proper supervision, training, safety, and continuity of employment. The ratio language shall be specific and clear as to application in terms of job site and workforce during normal operations (normally considered to fall between 1:10 and 1:4).

4. The terms of training shall be stated in hours. The number of hours required for completion to journey-level worker status shall be comparable to the apprenticeship hours established for that craft by the SATC. The following are examples of programs that are currently approved:

CRAFT	HOURS
Laborer	4,000
Ironworker	6,000
Carpenter	5,200-8,000
Construction Electrician	8,000
Operating Engineer	6,000-8,000
Cement Mason	5,400
Teamster	2,100

5. The method to be used for recording and reporting the training completed shall be stated.

Measurement

The Contractor may request that the total number of "training" hours for the contract be increased subject to approval by the Contracting Agency. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other sources do not prohibit other reimbursement. Reimbursement to the Contractor for off-site training as indicated previously may only be made when the Contractor does one or more of the following and the trainees are concurrently employed on a Federal-aid project:

1. contributes to the cost of the training,

2. provides the instruction to the trainee,

3. pays the trainee's wages during the off- site training period.

Reimbursement will be made upon receipt of a certified invoice that shows the related payroll number, the name of trainee, total hours trained under the program, previously paid hours under the contract, hours due this estimate, and dollar amount due this estimate. The certified invoice shall show a statement indicating the Contractor's effort to enroll minorities and women when a new enrollment occurs. If a trainee is participating in a SATC/ATELS approved apprenticeship program, a copy of the certificate showing apprenticeship registration must accompany the first invoice on which the individual appears. Reimbursement for training occurring prior to approval of the training program will be allowed

if the Contractor verbally notifies the Engineer of this occurrence at the time the apprentice/trainee commences work. A trainee/apprentice, regardless of craft, must have worked on the contract for at least 20 hours to be eligible for reimbursement.

Training hours that are not in compliance with the approved training plan will not be measured.

Payment
The Contractor will be reimbursed under the item "Training" per hour for each hour of approved training provided under the Contract.

1-07.12 Federal Agency Inspection
Section 1-07.12 is supplemented with the following:

(October 3, 2023)
Required Federal Aid Provisions
The Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273) Revised October 23, 2023 and the amendments thereto supersede any conflicting provisions of the Standard Specifications and are made a part of this Contract; provided, however, that if any of the provisions of FHWA 1273, as amended, are less restrictive than Washington State Law, then the Washington State Law shall prevail.

The provisions of FHWA 1273, as amended, included in this Contract require that the Contractor insert the FHWA 1273 and amendments thereto in each subcontract, together with the wage rates which are part of the FHWA 1273, as amended. Also, a clause shall be included in each subcontract requiring the subcontractors to insert the FHWA 1273 and amendments thereto in any lower tier subcontracts, together with the wage rates. The Contractor shall also ensure that this section, REQUIRED FEDERAL AID PROVISIONS, is inserted in each subcontract for subcontractors and lower tier subcontractors. For this purpose, upon request to the Engineer, the Contractor will be provided with extra copies of the FHWA 1273, the amendments thereto, the applicable wage rates, and this Special Provision.

Utilities and Similar Facilities
Section 1-07.17 is supplemented with the following:

(April 2, 2007)
Locations and dimensions shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification.

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

**Power: Cowlitz Public Utility District
961 12th Avenue
Longview, Washington 98632
(360) 577-7546

Telephone: Lumen Technologies
4501 NE Minnehaha St
Bldg II
Vancouver, WA 98661
(564) 888-2024

Cable: Comcast
6916 NE 40th Street
Vancouver, WA 98661
(360) 891-3204**

1-07.18 Public Liability and Property Damage Insurance
Delete this section in its entirety, and replace it with the following:

1-07.18 Insurance
(January 4, 2024 APWA GSP)

1-07.18(1) General Requirements

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

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

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

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

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

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

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

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

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

1-07.18(2) Additional Insured

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

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

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

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

1-07.18(3) Subcontractors

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

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

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

1-07.18(4) Verification of Coverage

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

Verification of coverage shall include:

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

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

1-07.18(5) Coverages and Limits

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

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

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

$2,000,000	Each Occurrence
$3,000,000	General Aggregate
$3,000,000	Products & Completed Operations Aggregate
$2,000,000	Personal & Advertising Injury each offence
$2,000,000	Stop Gap / Employers' Liability each accident

1-07.18(5)B Automobile Liability

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

Such policy must provide the following minimum limit:

$1,000,000	Combined single limit each accident

1-07.18(5)C Workers' Compensation

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

1-07.18(5)K Professional Liability

(December 30, 2022 APWA GSP)

The Contractor and/or its subcontractor(s) and/or its design consultant providing construction management, value engineering, or any other design-related non-construction professional services shall provide evidence of Professional Liability insurance covering professional errors and omissions.

Such policy shall provide the following minimum limits:

$1,000,000	per claim and annual aggregate

If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability insurance shall include coverage for Environmental Professional Liability.

If insurance is on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract.

1-07.23 Public Convenience And Safety

1-07.23(1) Construction Under Traffic

The second paragraph of Section 1-07.23(1) is supplemented with the following:

(*****)

The Contractor shall limit the total delay to the public, to a maximum of *** 20 *** minutes, during travel through the project. If the delay becomes greater than *** 20 *** minutes, the Contractor shall immediately begin to take action to cease the operations that are causing the delays. If the *** 20 *** minute delay limit has been exceeded, as determined by the Engineer, the Contractor shall provide to the Engineer, a written proposal to revise his work operations to meet the *** 20 *** minute limit. This proposal shall be approved by the Engineer prior to resuming any work requiring traffic control.

1-07.24 Rights of Way

(July 23, 2015 APWA GSP)

Delete this section and replace it with the following:

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

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly issued Addendum.

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

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

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

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of

the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected, stating that permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been satisfactorily accomplished. The statement shall include the parcel number, address, and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.

1-08 PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 Preliminary Matters
(May 25, 2006 APWA GSP)

Add the following new section:

1-08.0(1) Preconstruction Conference
(October 10, 2008 APWA GSP)

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

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

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

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

Add the following new section:

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

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

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

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than 10 am prior to the day(s) the Contractor is requesting to change the hours.

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

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)
2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non-working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

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

Section 1-08.1 is supplemented with the following:

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

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

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

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

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

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

Section 1-08.1 is supplemented with the following:

(February 13, 2024)
If the Contractor fails to comply with the requirements of this Section and the first-tier subcontractor's retainage or retainage bond is wrongfully withheld, the Contractor will be subject to the actions described in Section 1-08.1(10).

1-08.5 Time for Completion
Section 1-08.5 is supplemented with the following:

(March 13, 1995)
This project shall be physically completed within *** 95 *** working days.

1-08.9 Liquidated Damages

(March 3, 2021 APWA GSP, Option A)

Replace Section 1-08.9 with the following:

Time is of the essence of the Contract. Delays inconvenience the traveling public, obstruct traffic, interfere with and delay commerce, and increase risk to Highway users. Delays also cost tax payers undue sums of money, adding time needed for administration, engineering, inspection, and supervision.

Accordingly, the Contractor agrees:

1. To pay liquidated damages in the amount of *** $450 *** for each working day beyond the number of working days established for Physical Completion, and

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

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine the Contract Work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, liquidated damages identified above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

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

1-09 MEASUREMENT AND PAYMENT

1-09.6 Force Account

(October 10, 2008 APWA GSP)

Supplement this section with the following:

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

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

Section 1-09.9 is revised to read:

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

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

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

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

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

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

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

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

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

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

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

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

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

(March 13, 2012 APWA GSP)
Supplement this section with the following:

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

1-09.9(1) Retainage
Section 1-09.9(1) content and title is deleted and replaced with the following:

(June 27, 2011)
Vacant

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

Revise this section to read*:*

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

1-09.13(3)A Arbitration General
(January 19, 2022 APWA GSP)

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.

1-10 TEMPORARY TRAFFIC CONTROL

1-10.2 Traffic Control Management

Section 1-10.2 is supplemented with the following:

(November 2, 2022)
Work Zone Safety Contingency

Enhancements to improve the effectiveness of the accepted traffic control plans to increase the safety of the work zones shall be discussed on a weekly basis between the Contractor and the Contracting Agency. Enhancements shall be mutually agreed upon by the Contractor and Engineer prior to performing any Work to implement the enhancement.

Enhancements do not include the use of Uniformed Police Officers or WSP, address changes to the allowed work hour restrictions, or changes to the staging plans in the Contract (if applicable). If allowed by the Engineer, these items will be addressed in accordance with Section 1-04.4.

The Contractor shall be solely responsible for submitting any traffic control plan revision to implement the enhancement in accordance with Section 1-10.2(2).

General
Section 1-10.2(1) is supplemented with the following:

(October 3, 2022)
The Traffic Control Supervisor shall be certified by one of the following:

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

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

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

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

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

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

1-10.4 Measurement

1-10.4(3) Reinstating Unit Items With Lump Sum Traffic Control
Section 1-10.4(3) is supplemented with the following:

(November 2, 2022)
The bid proposal contains the item “Project Temporary Traffic Control,” lump sum and the additional temporary traffic control items listed below. The provisions of Section 1-10.4(1), Section 1-10.4(3), and Section 1-10.5(3) shall apply.

"Work Zone Safety Contingency”, by force account.

*** Portable Temporary Traffic Control Signal, lump sum. ***

1-10.5 Payment
1-10.5(2) Item Bids With Lump Sum for Incidentals
Add the following to Section 1-10.5(2):

(November 2, 2022)
“Work Zone Safety Contingency”, by force account.

All costs as authorized by the Engineer will be paid for by force account as specified in Section 1-09.6.

For purpose of providing a common proposal for all bidders, the Contracting Agency has entered an amount for the item “Work Zone Safety Contingency” in the Proposal to become a part of the Contractor’s total bid.

The Engineer may choose to use existing bid items for the implementation of the agreed upon enhancement.

BID ITEMS

BID ITEM 1: MINOR CHANGES
This bid item shall be accomplished in accordance with the Plans and Standard Specification Section **1.04.4(1)**.

BID ITEM 2: STRUCTURE SURVEYING
BID ITEM 3: ROADWAY SURVEYING
BID ITEM 4: STREAM RESTORATION SURVEYING
These bid items shall be accomplished in accordance with the Plans, Standard Specification Section 1-05.4 and the Special Provisions for Section 1-05.4.

BID ITEM 5: SPCC PLAN

This bid item shall be accomplished in accordance with the Plans and Standard Specification Section 1-07.15(1).

BID ITEM 6: MOBILIZATION

This bid item shall be accomplished in accordance with the Plans and Standard Specification Section 1-09.7.

BID ITEM 7: PROJECT TEMPORARY TRAFFIC CONTROL
BID ITEM 8: PORTABLE TEMPORARY TRAFFIC CONTROL SIGNAL
BID ITEM 9: WORK ZONE SAFETY CONTINGENCY

These bid items shall be accomplished in accordance with the Plans and Standard Specification Sections 1-07 and 1-10 and the Special Provisions for Section 1-10.

BID ITEM 10: CLEARING AND GRUBBING
BID ITEM 11: SALVAGED TREE PLACEMENT

These bid items shall be accomplished in accordance with the Plans and Standard Specification Section 2-01 except as modified below:

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

2-01.1 Description

Delete paragraph one of Section 2-01.1, which begins "The Contractor shall clear..." and replace with the following:

(*****)

The Contractor shall clear, grub, and clean the entire limits of clearing within the project area, unless otherwise noted or specified. The Contractor shall also clear, grub and clean areas designated to receive fill materials, as specified herein. Existing trees outside the limits of clearing and specific improvements marked on the plans as remaining shall be protected from damage.

Delete paragraph two of Section 2-01.1 which begins “Clearing” means removing and...” and replace with the following:

(*****)

“Clearing” means removing and disposing of all unwanted material from the surface, as determined by the Engineer, such as trees, brush, vines, down timber, lumber, concrete, miscellaneous trash, and other.

Section 2-01.1 is supplemented with the following:

(*****)

Clearing and grubbing on this project will be staked by the Contractor as shown in the Contract Plans.

The Engineer may modify and stake the Clear and Grubbing limit.

All trees within the clearing limits shall be protected within their drip-line unless flagged for removal. The Engineer may flag trees and vegetation within the Clearing and Grubbing limit for salvage. Tree Protection shall be per this Special Provision and the Contract Plans.

The Contractor will stake clearing and grubbing limits in the field prior to installation of Erosion Control and Water Pollution Prevention measures.

This Work includes the following items:

- CLEARING AND GRUBBING - This work item consists of clearing of all vegetation and grubbing of invasive species. No clearing and grubbing shall be measured within the alluvial stream bottom.
- TREE PROTECTION FENCE – This work item consists of installation and post project removal of tree protection fencing. No clearing and grubbing shall occur within fencing limits.

2-01.1(1) Protection of Existing Trees and Vegetation
Section 2-01.1(1) is supplemented with the following:

(*****)
The Contractor shall protect existing vegetation during clearing and grubbing of work areas as described below.

The Contractor shall minimize clearing and grubbing within the clearing and grubbing limits as approved by the Engineer, only clearing and grubbing to the minimum extent necessary to perform work. The Contractor shall not disturb or damage existing plant material beyond the clearing and grubbing limits and shall contact the Engineer if there is any conflict between the Contract Plans and field conditions. All costs for protecting the existing vegetation from damage shall be included in the Bid items “Clearing and Grubbing” and no separate payment will be made.

Prior to clearing operations, the Contractor shall flag all trees within and adjacent to the clearing and grubbing limits shown on the Contract Plans. The Contractor shall notify the Engineer after flagging is completed and arrange a meeting prior to the work near existing trees on the project site. At this meeting the Contractor and Engineer shall discuss the plan for tree protection during construction and any necessary limbing. The Contractor shall be responsible for the protection of tops, major branches, trunks, and roots of existing trees, shrubs and other plants that are beyond the clearing and grubbing limits. Existing trees to remain in place and that are potentially subject to construction damage shall be protected with Tree Protection Fence as described on the Contract Plans and these Special Provisions before any work is started in the vicinity of the trees.

The Contractor shall verify with the Engineer before removing any interfering branches and shall remove all verified interfering branches without injury to the tree trunks. Any grading or other earthwork shown on the Contract Plans near trees that are to be saved shall not occur within the drip line of the tree canopy to protect the tree’s root system unless approved otherwise by the Engineer.

2-01.2 Disposal of Usable Material and Debris
Add the following to Section 2-01.2:

(*****)
The Contractor shall use Disposal Method No. 2 per Section 2-01.2(2) of the Standard Specifications. No waste site has been provided by the County for this project.

2-01.3 Construction Requirements
2-01.3(1) Clearing
Section 2-01.3(1) is supplemented with the following:

(*****)

8. Stake and flag the clearing limits indicated on the Contract Plans and all trees identified to be protected, salvaged, or removed at least 3 days prior to construction for review and approval by the Engineer.

   Protection of Existing Trees and Vegetation is described in Section 2-01.1(1).

   Clearing areas shall be flagged with high-visibility orange survey tape installed on 3-foot long wood lathe stakes at 20-foot maximum spacing

9. All trees and vegetation within the staked clearing limits and not meeting the requirements for salvage and reuse shall be removed and disposed of.

10. Notify Engineer immediately if a conflict arises between construction activity and protection of the vegetation. Alter construction as directed by the Engineer.

11. Avoid stockpiling of material within the dripline of protected trees.

12. Flag and obtain Engineer approval prior to any removal of limbs required to establish and maintain access.

Section 2-01.3 is supplemented with the following:

(*****)
Tree Removal and Salvage
The Engineer or Project Representative shall flag all trees within the clearing and grubbing limits to be salvaged and will review with the Contractor. Trees to be salvaged shall be taken down whole with root wads attached and shall not be cut or altered during felling activities without prior approval by the Engineer.

During felling, handling, and placement activities the Contractor shall minimize damage to the salvaged tree and minimize removal of limbs and branches to maintain as much of the original length and intact branch canopy as possible. Sections of trees that are damaged during felling activities shall be kept as long as possible. The Contractor shall obtain approval from the Engineer prior to removing large interfering branches from salvaged trees and shall remove the minimum necessary to safely fell, handle,

and place the tree in its final location. Sizes of felled salvaged trees may be adjusted in the field to fit in their final locations shown on the Plans.

After trees are removed and stockpiled, the Engineer shall inspect them. The Engineer reserves the right to reject any salvaged tree that is observed with excessive damage that compromises its integrity for its intended use, or direct the contractor to cut and limb as necessary.

2-01.4 Measurement
Section 2-01.4 is supplemented with the following:

(*****)
"Salvaged Tree Placement", per each.

2-01.5 Payment
In Section 2-01.5, modify the paragraph that begins "the unit Contract price per acre…" to read as follows:

(*****)
The lump sum Contract price per acre for "Clearing and Grubbing" shall be full pay for all Work described in this section except "Roadside Cleanup". It has been calculated that there are approximately 0.8 acres of Clearing and Grubbing required for this project.

Section 2-01.5 is supplemented with the following:

(*****)
"Salvaged Tree Placement", per each.

The unit contract price for "Salvaged Tree Placement" shall be full pay for the hauling, temporary stockpiling, and placement of salvaged trees. The pay shall include any additional limbing or topping of trees as directed by the Project Representative. Payment for tree removal is included as part of Clearing and Grubbing.

BID ITEM 12: REMOVAL OF STRUCTURES AND OBSTRUCTIONS
This bid item shall be accomplished in accordance with the Plans and Standard Specification Section 2-02, except as modified below:

2-02.1 Description
Add the following to Section 2-02.1:

(*****)
Removal of Structures and Obstructions shall consist of the following work:

Remove Existing Culvert at Erick Creek	100 LF
Remove Existing Fencing	70 LF
Remove Existing Driveway Culvert	30 LF

2-02.5 Payment
Add the following to Section 2-02.5:

(*****)
The lump sum contract price shall be full pay for excavating, loading, hauling, placing, or otherwise disposing of all items of this bid item designated for removal, salvage, or abandonment.

The contract price shall also include all backfilling as is necessary to bring the voids left by the removal of the items specified above to match the elevation of the sub-grade or surrounding grade.

BID ITEM 13: ROADWAY EXCAVATION, EMBANKMENT AND DISPOSAL INCLUDING HAUL
BID ITEM 14: CHANNEL EXCAVATION INCLUDING HAUL
BID ITEM 15: UNSUITABLE FOUNDATION EXCAVATION INCLUDING HAUL
These bid items shall be accomplished in accordance with the Plans and Standard Specification Section 2-03, except as modified below.

2-03 ROADWAY EXCAVATION AND EMBANKMENT
2-03.1 Description

Delete paragraph one of Section 2-03.1 which begins "The work described in..." and replace with the following:

(*****)
The work described in this section, regardless of the nature or type of materials encountered, includes excavation and grading the roadway, excavation below grade, excavating channels and ditches, removal of slide material, placement and compaction of excavated materials as directed by the Engineer, and disposal of all excess material. These activities may be performed in making cuts, embankments, slopes, roadway ditches, parking areas, driveways, and in completing other related work.

It is the County's intent to maximize use of the material excavated in the Roadway Excavation, Embankment and Disposal Including Haul and the Rock Excavation Including Haul bid items in the construction of embankments in lieu of using the Structural Fill Including Haul, or other embankment material specifications noted in this contract.

2-03.2 Materials
Section 2-03.2 is replaced with the following:

(*****)
Materials excavated on-site shall be segregated into two general categories: material for salvage as Engineered Streambed Material and material for haul. "Channel Excavation Incl. Haul" will include those materials and the Engineer will determine suitability for reuse or disposal. Salvage and reuse shall be prioritized unless materials don't meet the requirement of Streambed Sediment by Section 9-03.11(1) or salvaged material is in excess of what is required to perform the Work.

Channel Excavation Incl. Haul shall include the excavation, handling, stockpiling, or mixing of materials that may be approved for salvaged under Section 8-32.

2-03.3 Construction Requirements

2-03.3(3) Excavation Below Grade

Add the following after the second paragraph of Section 2-03.3(3) which begins "If the Contractor uses...":

(*****)

Existing culverts, storm drains, and drainage structures located within the horizontal limits of the excavation shall be removed, backfilled, and compacted as specified, unless otherwise noted on the plans.

2-03.3(7)A General

Delete the text of Section 2-03.3(7)A which begins "The Contractor shall haul..." and replace with the following:

(*****)

The Contractor shall haul all suitable excavation, as determined by the Engineer, to the nearest area designated to receive embankment material. The excavated materials for this project not considered by the Engineer to be acceptable for embankment, or determined to be in excess of the embankment materials required for this work, shall become the property of the Contractor to be disposed of in accordance with Section 2-03.3(7)C. No waste site has been provided by the County.

The disposal of waste or excess materials from this project on private property requires a permit(s) from Cowlitz County Building and Planning Department. This includes the temporary stockpiling and processing/crushing of material (soil, rock, etc.). No adjustment in the time of completion will be made for the time required to obtain permits and/or the failure to obtain or qualify for a permit. It is recommended that the contractor contact the Building and Planning Department early in the bidding process to review potential sites to avoid problems and delays.

2-03.3(14) Embankment Construction

2-03.3(14)C Compacting Earth Embankments

Section 2-03.3(14)C is supplemented with the following:

(*****)

The Contractor shall use Method D to construct the new Erick Creek channel and streambanks shown in the Contract Plans.

Method D - Method D compaction includes the use of the underside of an excavator bucket and applying pressure and impact to compact material to the satisfaction on the Engineer. The Contractor shall use Method D compaction for the embankment slopes of the stream channel. The Contractor shall also use Method D compaction for the placement of streambed to minimize void space around the larger rock to the satisfaction of the Engineer.

2-03.3(14)M Excavation of Channels and Ditches
Section 2-03.3(14)M is supplemented with the following:

(*****)
Channel excavation shall be accomplished in accordance with the permits included in the appendices.

Excavation and backfilling may begin after the installation of any necessary Temporary Erosion and Sediment Control and water management BMPs as specified on the Contract Plans or in the project permits. Channel excavation shall include the excavation, segregating, temporary stockpiling, and onsite handling requirements of all earthwork excavation including channel excavation, streambank excavation, and all related earthworks to establish the new Erick Creek channel and streambank grades shown on the Contract Plans.

Upon Physical Completion of the Work, excavated material remaining and not required for salvage or reuse as directed by the Engineer or as described in these Special Provisions shall be disposed of by the Contractor per the bid item "Channel Excavation Incl. Haul" and in accordance with Section 2-03 of the Standard Specifications.

Work performed under Channel Excavation Incl. Haul shall include "Embankment Compaction".

2-03.4 Measurement
Add the following to Section 2-03.4:

(*****)
Channel excavation including haul - by the cubic yard. The channel excavation quantity will be measured in-place as determined by neat line modeling.

Unsuitable Foundation Excavation Including Haul – by the cubic yard. The unsuitable foundation excavation quantity will be determined by neat line measurement.

(*****)
Computation of Excavation and Embankment Quantities
Only one determination of the original ground elevation will be made on this project. Measurement for Channel Excavation and Embankment Compaction will be based on the original ground elevation surveyed by the Contracting Agency prior to the award of this Contract.

Control stakes will be set by the Contractor during construction to provide the Contractor with all essential information for the construction of excavation and embankments.

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

2-03.5 Payment
Add the following to Section 2-03.5:

(*****)
"Roadway Excavation, Embankment and Disposal Including Haul", per cubic yard.

The unit contract price per cubic yard for Roadway Excavation, Embankment and Disposal Including Haul shall be full pay for excavating, loading, hauling, placing, compacting, or otherwise disposing of the materials as directed by the Engineer. All work required in removal, backfilling, plugging or abandonment of existing culverts or structures shall be included in the unit bid price of this bid item, unless specifically identified for removal under the Removal of Structures and Obstructions bid item of this document.

When the Engineer orders excavation below subgrade before subgrade preparation is complete, unit prices for Roadway Excavation, Embankment and Disposal Including Haul shall apply.

“Channel Excavation Including Haul”, per cubic yard.

The unit contract price per cubic yard for Channel Excavation Including Haul shall be full pay for excavating, loading, hauling, stockpiling salvaged material, placing, compacting, or otherwise disposing of the materials as directed by the Engineer.

“Unsuitable Foundation Excavation Including Haul”, per cubic yard.

The unit contract price per cubic yard for Unsuitable Excavation Including Haul shall be full pay for excavating, loading, and disposing of the materials as directed by the Engineer.

BID ITEM 16: STRUCTURE EXCAVATION CLASS A INCL. HAUL
BID ITEM 17: SHORING OR EXTRA EXCAVATION CLASS A
These bid items shall be accomplished in accordance with the Plans and Standard Specification Section 2-09 except as modified below:

2-09 STRUCTURE EXCAVATION
2-09.3 Construction Requirements

2-09.3(1) General Requirements
Section 2-09.3(1) is supplemented with the following:

(*****)
Explosives shall not be used for structure excavation.

2-09.3(1)D Disposal of Excavated Material
Section 2-09.3(1)D is supplemented with the following:

(*****)
No waste site has been provided by the County. The disposal of waste or excess materials from this project on private property requires a permit(s) from Cowlitz County Building and Planning Department. This includes the temporary stockpiling and processing/crushing of material (soil, rock, etc.). No adjustment in the time of completion will be made for the time required to obtain permits and/or the failure to obtain or qualify for a permit. It is recommended that the contractor contact the Building and Planning Department early in the bidding process to review potential sites to avoid problems and delays.

2-09.3(1)E Backfilling
Section 2-09.3(1)E is supplemented with the following:

(*****)
The Contractor shall place select backfill material within the structure excavation when so specified in the Plans.

2-09.3(3) Construction Requirements, Structure Excavation, Class A
2-09.3(3)D Shoring and Cofferdams
Section 2-09.3(3)D is supplemented with the following:

(*****)
The Contractor shall protect and maintain access to the private driveway adjacent to the project work area. The shoring adjacent to the driveway shall be designed to accommodate surcharge loading from the HS-20 design vehicle.

2-09.4 Measurement
Delete the second paragraph of Section 2-09.4 and replace it with the following:

(*****)
Horizontal Limits – The Contracting Agency will use the sides of the trench or pit shown in the Plans as horizontal limits in measuring excavation. No payment for structure excavation will be made for material removed beyond the limits shown in the Contract Plans.

2-09.5 Payment
Delete the first sentence of the fourth paragraph of Section 2-09.5 which begins “If the Engineer orders…”, and replace with the following:

(*****)
If the Engineer orders the Contractor to excavate below the lower limits of structure excavation, the quantity of excavation below the lower limits shall be paid under the bid item Unsuitable Foundation Excavation Including Haul.

Section 2-09.5 is supplemented with the following:

(*****)
The lump sum Contract price for Structure Excavation Class A shall include backfilling the excavation. This includes providing, hauling, placing and compacting select backfill materials specified in the Plans.

BID ITEM 18: TRIMMING AND CLEANUP

This bid item shall be accomplished in accordance with the Plans and Standard Specification Section 2-11.

BID ITEM 19: CONSTRUCTION GEOTEXTILE FOR SEPARATION

This bid item shall be accomplished in accordance with the Plans and Standard Specification Section 2-12, except as modified below.

2-12 CONSTRUCTION GEOTEXTILE

2-12.2 Materials

Add the following to Section 2-12.2:

(*****)
Construction Geotextile for Separation shall be nonwoven.

2-12.3 Construction Requirements

Add the following to Section 2-12.3:

(*****)
Geotextile shall be placed with the long axis parallel to the centerline of the road. Overlaps of the fabric shall be pinned with sod pins on intervals determined for the site by the Engineer. Pleats for changing directions of the fabric roll shall be pinned. Additional sod pins shall be used to prevent displacement of the fabric by the wind or other conditions. Fabric placed over benches cut in a slope shall be pinned at the bottom of the vertical cuts at 10-foot intervals, or as otherwise directed by the Engineer.

2-12.4 Measurement

Delete paragraph one of Section 2-12.4 which begins “Construction geotextile, with the...”, and replace with the following:

(*****)
Construction geotextile will be measured by the square yard of material installed.

BID ITEM 20: STRUCTURAL FILL INCLUDING HAUL

This bid item shall be accomplished in accordance with the Plans, Standard Specifications and the following Special Provisions Section 2-13.

(*****)

2-13 STRUCTURAL FILL

2-13.1 Description

The work described as Structural Fill Including Haul shall consist of providing from off-project sources, a manufactured rock meeting the requirements below and placing, shaping, and compacting those materials into the roadway embankment, as is indicated on the drawings.

It is the County's intent to maximize use of the material excavated in the Roadway Excavation, Embankment and Disposal Including Haul, and Structure Excavation Class A Including Haul bid items in the construction of embankments in lieu of using the material noted in this bid item.

2-13.2 Materials

Aggregate for Structural Fill shall meet the requirements of Section 9-03.10, Aggregate for Gravel Base with the following modifications:

In lieu of the grading requirements specified in Section 9-03.10, grading shall conform to one of the following gradations:

Sieve Size	Percent Passing by Weight
3-inch square	99-100
1-inch square	45-75
¼-inch square	15-35
U.S. No. 200	5 max.

In addition to the requirements specified in Section 9-03.10, Structural Fill shall meet the following requirements:

70% of the aggregate retained on each of the 1-inch square and ¼-inch square sieves shall have at least one fractured face.

Structural Fill shall consist of unweathered, hard, angular, durable, free-draining material that is visibly well graded from coarse to fine.

2-13.3 Construction Requirements

Embankments shall be constructed in lifts not exceeding 8 inches. Verification of compaction for Structural Fill shall be accomplished by routing a loaded 10-yard minimum capacity dump truck over the compacted material in the presence of the Engineer. Compaction shall be determined to be adequate if there is no visual deflection of the material under the load. In locations where there is insufficient room for a dump truck, compaction shall be accomplished with a small roller, hoe pack, or by other methods as approved by the Engineer.

Structural Fill to be placed on construction geotextile shall not be dumped directly onto construction geotextile. Structural Fill shall be placed on previously placed materials then spread over the construction geotextile.

If traffic is to be routed over structural fill, a 0.17-foot thick (minimum) course of crushed surfacing base course shall be placed and compacted to provide a smooth roadway surface, prior to opening the road to traffic. The fill shall be graded as necessary to provide smooth horizontal and vertical roadway alignments prior to placing the crushed surfacing base course. Crushed surfacing base course placed below subgrade shall remain in place and shall be incorporated into the roadway embankment.

2-13.4 Measurement

"Structural fill including haul", by the ton.

Only material imported from offsite sources and meeting the requirements of this Special Provision will be measured. Excavated material from the Roadway, Excavation, Embankment and Disposal Including Haul and Structure Excavation Class A Including Haul bid items that are stockpiled and/or placed in the embankment will not be measured for this bid item. Crushed surfacing base course that is placed below subgrade (to provide a smooth roadway surface) will be included in the measurement for Structural Fill Including Haul.

2-13.5 Payment

"Structural Fill Including Haul", per ton.

The unit contract price per ton shall be full pay for furnishing, processing, hauling, placing, and compacting the structural fill. Crushed surfacing base course that is placed below subgrade (to provide a smooth roadway surface) will be paid at the unit price per ton for Structural Fill Including Haul.

BID ITEM 21: ENGINEERED STREAMBED MATERIAL INCL. HAUL
BID ITEM 22: STREAMBED SAND
BID ITEM 23: STREAMBED BOULDERS TYPE 1
BID ITEM 24: STREAMBED BOULDERS TYPE 2

These bid item shall be accomplished in accordance with the Plans and Standard Specification Section 8-30, except as modified below.

(*****)
8-30 WATER CROSSINGS
8-30.1 Description

Section 8-30.1 is supplemented with the following:

(*****)

This work consists of placing Engineered Streambed Material (ESM) within the reconstructed creek channel segments and within the culvert. Engineered Streambed Material shall be synonymous with Blended Streambed Aggregate, as described in the WSDOT specifications.

8-30.2 Materials

Section 8-30.2 is supplemented with the following:

(*****)

Materials shall meet the requirements of the following sections:

Streambed Sediment	9-03.11(1)
Streambed Sand	9-03.11(3)
Streambed Cobbles 4 In.	9-03.11(4)
Streambed Cobbles 10 In.	9-03.11(4)
Streambed Boulders Type 1	9-03.11(5)
Streambed Boulders Type 2	9-03.11(5)

Engineered Streambed Material (ESM) shall be a mix of the following aggregates with the associated ratios, as called out in the Contract Plans:

Material	Quantity
Streambed Cobbles 4 In.	30%
Streambed Cobbles 10 In.	30%
Streambed Sediment	40%

8-30.3 Construction Requirements

8-30.3(1) General Requirements

Section 8-30.3(1) is supplemented with the following:

(*****)

Excavation and material placement shall occur in the locations and to the lines and grades shown on the Contract Plans except as adjusted by the Engineer to consider site-specific conditions. Depth of burial and thickness shown in the Contract Plans are estimates only. The profile grade shown on the Contract Plans represents the average grade along the centerline of the channel.

This work must be accomplished during the time allowed by the permits (see appendices). Prior to performing this work, the temporary diversion required under the bid item Temporary Creek Diversion must be in place. Dewatering is included in the bid item Temporary Creek Diversion. The Contractor shall comply with all requirements of the permits included in the appendices.

All engineered streambed material shall be carefully placed to avoid segregation of the larger rocks. Engineered streambed material shall not be dumped from a height greater than five feet. Placed engineered streambed material shall be compacted with tracked equipment making a minimum of three passes. Alternatively, a hoe-pack may be used for compaction. Within the culvert in areas inaccessible to tracked equipment, constructed streambed material shall be compacted with small equipment.

8-30.3(3) Placement of Streambed Aggregates

8-30.3(3)B Placing Blended Streambed Aggregates in Streambed

Section 8-30.3(3)B is replaced with the following:

(*****)

Blended streambed aggregate (Engineered Streambed Material) 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 aggregate shall be placed in lifts no thicker than 12 inches. 10 inch lifts are preferred. Blended streambed aggregate in its final location shall be a well graded mix.

Placement of ESM shall be constructed to ensure that stream low flow rate of 30 gallons per minute is conveyed above each channel lift. The Contractor shall apply streambed sand and water at a rate of 30 gallons per minute to each lift to facilitate filling the interstitial voids of the blended streambed aggregate. Adjustment of the low flow rate may be required to ensure that the voids are satisfactorily filled. The voids are satisfactorily filled when the 30 gallons per minute flow rate 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. The Contractor shall apply water at the 30 gallons per minute flow rate to the stream channel for visual acceptance by the Engineer. Water shall be free from contaminates, chlorination and additives that have a risk on fish and other ecological life.

Excavation carried below the sub-grade lines shown shall be replaced with the specified overlaying material. The Contractor shall bear all costs for correcting over excavated areas.

The Engineer may request the Contractor to make re-mix and adjustments to the stockpiled material if the Engineer deems the material to be well-graded.

ESM does not include Streambed Boulders, which shall be stockpiled and placed separately.

Section 8-30.3 is supplemented with the following:

(*****)

8-30.3(3)D Material Salvage and Reuse

The Engineer's Estimate approximates 250 cubic yards of material at the Erick creek site will be salvaged from Channel Excavation (2-03) and Structure Excavation (2-09). The material shall be used to backfill culvert footings where shown on the Plans, but is not approved as Engineered Streambed Material (ESM) or as Rock for Erosion and Scour Protection, Class B.

The quantity of Salvaged Material listed in the Contract Document estimate is for the total amount of material to be placed on-site. Any additional material will be hauled off-site.

All costs for furnishing and stockpiling material shall be incidental to "Channel Excavation Incl. Haul" or "Structural Excavation Incl. Haul"

8-30.3(3)E Streambed Boulder Placement

Streambed Boulders shall be stockpiled and placed separately from the Engineered Streambed Material.

8-30.4 Measurement
Section 8-30.4 is supplemented with the following:

(*****)
Measurement for Engineered Streambed Material Incl. Haul, Streambed Boulders Type 1, Streambed Boulder Type 2, and Streambed Sand shall be by the ton of these materials actually placed.

8-30.5 Payment
Section 8-30.5 is supplemented with the following:

(*****)
"Engineered Streambed Material Incl. Haul" per ton.
"Streambed Sand" per ton.
"Streambed Boulders Type 1" per ton.
"Streambed Boulders Type 2" per ton.

The unit contract prices per ton shall be full pay for furnishing, processing, hauling, placing and compacting these materials. Payment shall only be made for material installed. The Contractor is responsible for the haul and disposal of any additional material furnished.

Payment for stockpiling and placing salvaged streambed material shall be made in accordance with the bid item Channel Excavation Including Haul.

BID ITEM 25: CRUSHED SURFACING BASE COURSE
This bid item shall be accomplished in accordance with the Plans and Standard Specification Section 4-04, except as modified below.

(*****)
4-04.3(4) Placing and Spreading
Delete item 2 of Section 4-04.3(4), which begins "Road Mix Method. Each..." and replace with the following:

2. **Road Mix Method**. The road mix method of mixing crushed surfacing base course and top course will not be allowed.

3. **Placement on Construction Geotextile.** Crushed surfacing base and top course to be placed on construction geotextile shall not be dumped directly onto geotextile. Crushed surfacing base and top course shall be dumped on previously placed materials then spread over the geotextile and compacted as required by the Plans.

(*****)
Delete the third paragraph of Section 4-04.3(4), which begins "The following nominal depth…" and replace with the following:

The following nominal depth of compacted material shall not be exceeded in any one course without the approval of the Engineer:

Crushed Surfacing	0.50-foot

4-04.3(5) Shaping and Compaction
Add the following to Section 4-04.3(5):

(*****)
The top surface of the compacted materials shall not deviate from the design grade in excess of the following:

Crushed Surfacing Base Course: + or – 0.02 foot.

BID ITEM 26: HMA CLASS 3/8 INCH PG 58H-22
BID ITEM 27: ASPHALT COST PRICE ADJUSTMENT
These bid items shall be accomplished in accordance with the Plans, the following APWA GSP for Section 5-04, as modified by Cowlitz County, and the subsequently following WSDOT GSP for Asphalt Cost Price Adjustment. Cowlitz County modifications to the APWA GSP are shown as underlined text for additions and as strikethrough text for deletions.

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

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

5-04.1 Description
This Work shall consist of providing and placing one or more layers of plant-mixed hot mix asphalt (HMA) on a prepared foundation or base in accordance with these Specifications and the lines, grades, thicknesses, and typical cross-sections shown in the Plans. The manufacture of HMA may include warm mix asphalt (WMA) processes in accordance with these Specifications. WMA processes include organic additives, chemical additives, and foaming.

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

5-04.2 Materials

Materials shall meet the requirements of the following sections:

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

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

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

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

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

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

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

Production of aggregates shall comply with the requirements of Section 3-01.
Preparation of stockpile site, the stockpiling of aggregates, and the removal of aggregates from stockpiles shall comply with the requirements of Section 3-02.

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

If the Contractor wishes to submit a mix design for inclusion in the Qualified Products List (QPL), please

follow the WSDOT process outlined in Standard Specification 5-04.2(1).

5-04.2(1)A Vacant

5-04.2(2) Mix Design - Obtaining Project Approval
No paving shall begin prior to the approval of the mix design by the Engineer.

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

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

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

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

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

Mix designs for HMA accepted by Nonstatistical evaluation shall:

- Be designed for ***0.3 to less than 3.0*** million equivalent single axle loads (ESALs).
- Have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and stripping are at the discretion of the Engineer, and 9-03.8(6).
- Have anti-strip requirements, if any, for the proposed mix design determined in accordance with AASHTO T 283 or T 324 or based on historic anti-strip and aggregate source compatibility from previous WSDOT lab testing.

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

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

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

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

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

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

5-04.3 Construction Requirements

5-04.3(1) Weather Limitations

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

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

Minimum Surface Temperature for Paving

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

5-04.3(2) Paving Under Traffic

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

The Contractor shall keep intersections open to traffic at all times except when paving the intersection or paving across the intersection. During such time, and provided that there has been an advance warning to the public, the intersection may be closed for the minimum time required to place and

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

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

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

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

5-04.3(3) Equipment

5-04.3(3)A Mixing Plant

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

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

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

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

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

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

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

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

5-04.3(3)B Hauling Equipment

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

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

5-04.3(3)C Pavers

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

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

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

When specified in the Contract, reference lines for vertical control will be required. Lines shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal control utilizing the reference

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

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

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

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

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

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

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

To be approved for use, an MTV:

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

To be approved for use, an MTD:

1. Shall be positively connected to the paver.

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

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

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

5-04.3(3)E Rollers

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

5-04.3(4) Preparation of Existing Paved Surfaces

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

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

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

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

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

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

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

5-04.3(4)A Crack Sealing

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

5-04.3(4)B Vacant

5-04.3(4)C Pavement Repair

The Contractor shall excavate pavement repair areas and shall backfill these with HMA in accordance with the details shown in the Plans and as marked in the field. The Contractor shall conduct the excavation operations in a manner that will protect the pavement that is to remain. Pavement not designated to be removed that is damaged as a result of the Contractor's operations shall be repaired by the Contractor to the satisfaction of the Engineer at no cost to the Contracting Agency. The Contractor shall excavate only within one lane at a time unless approved otherwise by the Engineer. The Contractor shall not excavate more area than can be completely finished during the same shift, unless approved by the Engineer.

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

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

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

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

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

5-04.3(5)A Vacant

5-04.3(6) Mixing

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

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

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

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

5-04.3(7) Spreading and Finishing

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

HMA Class 1”		0.35 feet
HMA Class ¾” and HMA Class ½”		
	wearing course	0.30 feet
	other courses	0.35 feet
HMA Class ⅜”		~~0.15~~0.17 feet

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

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

The internal temperature of the HMA mixture as measured immediately behind the paver screed should not be less than the minimum Compaction Temperature listed in the Mix Design Submittal Form or that listed in the WSDOT Mix Design Verification Report, whichever is greater.

All underground utilities testing shall be completed, and the installation of the underground utilities shall be accepted by the utility owner prior to placing HMA. All fill and crushed surfacing materials under the HMA pavement shall be placed, compacted and tested according to the Contract Documents prior to placing HMA. The HMA mixture shall be laid upon the prepared surface, spread, and struck off to the grade and elevation established.

The finish surface of the compacted HMA shall not deviate from the design grade in excess of the following:

Specified Depth	Max. Allowable Deviation At any point	Ave. Depth Deviation for entire project
Single lift 0.08 – 0.17’	-0.045’	-0.015’
Multi lift 0.00 – 0.25’	-0.03’	-0.01’
0.26 – 0.50’	-0.045’	-0.015’
0.51 – 0.75’	-0.06’	-0.02’
over 0.75’	-0.075’	-0.025’

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

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

5-04.3(9) HMA Mixture Acceptance

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

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

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

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

HMA Tolerances and Adjustments

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

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

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

   For Aggregates in the mixture:

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

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

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

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

   a. **Aggregates** –2 percent for the aggregate passing the 1½", 1", ¾", ½", ⅜", and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing

the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).

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

5-04.3(9)A Vacant

5-04.3(9)B Vacant

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

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

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

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

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

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

Sampling and testing for total project quantities less than 400 tons is at the discretion of the engineer. For a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test shall be performed:

i. If test results are found to be within specification requirements, additional testing will be at the Engineer's discretion.
ii. If test results are found not to be within specification requirements, additional testing as needed to determine a CPF shall be performed.

5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

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

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

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

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

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

5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing
Testing of HMA for compliance of V_a will at the option of the Contracting Agency. If tested, compliance of V_a will use WSDOT SOP 731.

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

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

5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors
For each lot of material falling outside the tolerance limits in 5-04.3(9), the Contracting Agency will determine a CPF using the following price adjustment factors:

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

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

5-04.3(9)C5 Vacant

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

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

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

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

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

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

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

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

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

5-04.3(10) HMA Compaction Acceptance

HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, shall be compacted to a specified level of relative density. The specified level of relative density shall be a CPF of not less than 0.75 when evaluated in accordance with

Section 1-06.2, using a LSL of 92.0 (minimum of 92 percent of the maximum density). The maximum density shall be determined by WSDOT FOP for AASHTO T 729. The specified level of density attained will be determined by the evaluation of the density of the pavement. The density of the pavement shall be determined in accordance with WSDOT FOP for WAQTC TM 8, except that gauge correlation will be at the discretion of the Engineer, when using the nuclear density gauge and WSDOT SOP 736 when using cores to determine density.

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

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

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

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

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

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

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

Test Results

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

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

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

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

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

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

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

5-04.3(10)C Vacant

5-04.3(10)D HMA Nonstatistical Compaction

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

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

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

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

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

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

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

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

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

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

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

5-04.3(11) Reject Work

5-04.3(11)A Reject Work General

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

5-04.3(11)B Rejection by Contractor

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

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

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

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

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

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

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

An entire sublot that is suspected of being defective may be rejected. When a sublot is rejected a minimum of two additional random samples from this sublot will be obtained. These additional samples and the original sublot will be evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)F Rejection - A Lot in Progress

The Contractor shall shut down operations and shall not resume HMA placement until such time as the Engineer is satisfied that material conforming to the Specifications can be produced:

1. When the CPF of a lot in progress drops below 1.00 and the Contractor is taking no corrective action, or
2. When the Pay Factor (PF) for any constituent of a lot in progress drops below 0.95 and the Contractor is taking no corrective action, or
3. When either the PF for any constituent or the CPF of a lot in progress is less than 0.75.

5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)

An entire lot with a CPF of less than 0.75 will be rejected.

5-04.3(12) Joints

5-04.3(12)A HMA Joints

5-04.3(12)A1 Transverse Joints

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

A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a transverse joint as a result of paving or planing is open to traffic. The HMA in the temporary wedge shall be separated from the permanent HMA by strips of heavy wrapping paper or other methods approved by the Engineer. The wrapping paper shall be removed and the joint trimmed to a slightly beveled edge for the full thickness of the course prior to resumption of paving.

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

5-04.3(12)A2 Longitudinal Joints

The longitudinal joint in any one course shall be offset from the course immediately below by not more than 6 inches nor less than 2 inches. All longitudinal joints constructed in the wearing course shall be located at a lane line or an edge line of the Traveled Way. A notched wedge joint shall be constructed along all longitudinal joints in the wearing surface of new HMA unless otherwise approved by the Engineer. The notched wedge joint shall have a vertical edge of not less than the maximum aggregate size or more than ½ of the compacted lift thickness and then taper down on a slope not steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be uniformly compacted.

5-04.3(12)B Bridge Paving Joint Seals

Bridge Paving Joint Seals shall be in accordance with Section 5-03.

5-04.3(13) Surface Smoothness

The completed surface of all courses shall be of uniform texture, smooth, uniform as to crown and grade, and free from defects of all kinds. The completed surface of the wearing course shall not vary more than ⅛ inch from the lower edge of a 10-foot straightedge placed on the surface parallel to the centerline. The transverse slope of the completed surface of the wearing course shall vary not more than ¼ inch in 10 feet from the rate of transverse slope shown in the Plans.

When deviations in excess of the above tolerances are found that result from a high place in the HMA, the pavement surface shall be corrected by one of the following methods:

1. Removal of material from high places by grinding with an approved grinding machine, or

2. Removal and replacement of the wearing course of HMA, or

3. By other method approved by the Engineer.

Correction of defects shall be carried out until there are no deviations anywhere greater than the allowable tolerances.

Deviations in excess of the above tolerances that result from a low place in the HMA and deviations resulting from a high place where corrective action, in the opinion of the Engineer, will not produce satisfactory results will be accepted with a price adjustment. The Engineer shall deduct from monies due or that may become due to the Contractor the sum of $500.00 for each and every section of single traffic lane 100 feet in length in which any excessive deviations described above are found.

When utility appurtenances such as manhole covers and valve boxes are located in the traveled way, the utility appurtenances shall be adjusted to the finished grade prior to paving. This requirement may be waived when requested by the Contractor, at the discretion of the Engineer or when the adjustment details provided in the project plan or specifications call for utility appurtenance adjustments after the completion of paving.

Utility appurtenance adjustment discussions will be included in the Pre-Paving and Pre-Planing Briefing (5-04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior to the start of paving.

5-04.3(14) Planing Bituminous Pavement

The planing plan must be approved by the Engineer and a pre-planing meeting must be held prior to the start of any planing. See Section 5-04.3(14)B2 for information on planing submittals.

Where planing an existing pavement is specified in the Contract, the Contractor must remove existing surfacing material and to reshape the surface to remove irregularities. The finished product must be a prepared surface acceptable for receiving an HMA overlay.

Use the cold milling method for planing unless otherwise specified in the Contract. Do not use the planer on the final wearing course of new HMA.

Conduct planing operations in a manner that does not tear, break, burn, or otherwise damage the surface which is to remain. The finished planed surface must be slightly grooved or roughened and must be free from gouges, deep grooves, ridges, or other imperfections. The Contractor must repair any damage to the surface by the Contractor's planing equipment, using an Engineer approved method.

Repair or replace any metal castings and other surface improvements damaged by planing, as determined by the Engineer.

A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a minimum of 4 inches of curb reveal after placement and compaction of the final wearing course. The dimensions of the wedge must be as shown on the Drawings or as specified by the Engineer.

A tapered wedge cut must also be made at transitions to adjoining pavement surfaces (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line with vertical faces 2 inches or more in height, producing a smooth transition to the existing adjoining pavement.

After planing is complete, planed surfaces must be swept, cleaned, and if required by the Contract, patched and preleveled.

The Engineer may direct additional depth planing. Before performing this additional depth planing, the Contractor must conduct a hidden metal in pavement detection survey as specified in Section 5-04.3(14)A.

5-04.3(14)A Pre-Planing Metal Detection Check

Before starting planing of pavements, and before any additional depth planing required by the Engineer, the Contractor must conduct a physical survey of existing pavement to be planed with equipment that can identify hidden metal objects.

Should such metal be identified, promptly notify the Engineer.

See Section 1-07.16(1) regarding the protection of survey monumentation that may be hidden in pavement.

The Contractor is solely responsible for any damage to equipment resulting from the Contractor's failure to conduct a pre-planing metal detection survey, or from the Contractor's failure to notify the Engineer of any hidden metal that is detected.

5-04.3(14)B Paving and Planing Under Traffic

5-04.3(14)B1 General

In addition, the requirements of Section 1-07.23 and the traffic controls required in Section 1-10, and unless the Contract specifies otherwise or the Engineer approves, the Contractor must comply with the following:

1. Intersections:

    a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Traffic Engineer. Each individual intersection closure or partial closure must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).

    b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or half or more of an

intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.

c. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.

d. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.

e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer.

2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.

3. Permanent pavement marking must comply with Section 8-22.

5-04.3(14)B2 Submittals - Planing Plan and HMA Paving Plan

The Contractor must submit a separate planing plan and a separate paving plan to the Engineer at least 5 Working Days in advance of each operation's activity start date. These plans must show how the moving operation and traffic control are coordinated, as they will be discussed at the pre-planing briefing and pre-paving briefing. When requested by the Engineer, the Contractor must provide each operation's traffic control plan on 24 x 36 inch or larger size Shop Drawings with a scale showing both the area of operation and sufficient detail of traffic beyond the area of operation where detour traffic may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be changed if the Engineer agrees sufficient detail is shown.

The planing operation and the paving operation include, but are not limited to, metal detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying, staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at the briefing.

When intersections will be partially or totally blocked, provide adequately sized and noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in advance. The traffic control plan must show where police officers will be stationed when signalization is or may be, countermanded, and show areas where flaggers are proposed.

At a minimum, the planing and the paving plan must include:

1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the sequencing of traffic control consistent with the proposed planing and paving sequence, and

scheduling of placement of temporary pavement markings and channelizing devices after each day's planing, and paving.

2. A copy of each intersection's traffic control plan.

3. Haul routes from supplier facilities, and locations of temporary parking and staging areas, including return routes. Describe the complete round trip as it relates to the sequencing of paving operations.

4. Names and locations of HMA supplier facilities to be used.

5. List of all equipment to be used for paving.

6. List of personnel and associated job classification assigned to each piece of paving equipment.

7. Description (geometric or narrative) of the scheduled sequence of planing and of paving and intended area of planing and of paving for each day's work, must include the directions of proposed planing and of proposed paving, sequence of adjacent lane paving, sequence of skipped lane paving, intersection planing and paving scheduling and sequencing, and proposed notifications and coordinations to be timely made. The plan must show HMA joints relative to the final pavement marking lane lines.

8. Names, job titles, and contact information for field, office, and plant supervisory personnel.

9. A copy of the approved Mix Designs.

10. Tonnage of HMA to be placed each day.

11. Approximate times and days for starting and ending daily operations.

5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing

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

approved traffic control plan, and public convenience and safety. Such discussion includes, but is not limited to:

1. General for both the Paving and Planing:

    a. The actual times of starting and ending daily operations.

    b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.

    c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, public convenience and safety, and other Contractors who may operate in the Project limits.

    d. Notifications required of Contractor activities and coordinating with other entities and the public as necessary. This includes notification of the public of areas where parking will be prohibited during planing or paving operations, including any necessary "TEMPORARY NO PARKING" signs.

    e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and paving.

    f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed.

    g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, streetcar rail, and castings, before planing as per Section 5-04.3(14)B2.

    h. Description of how flaggers will be coordinated with the planing, paving, and related operations.

    i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.

    j. Other items the Engineer deems necessary to address.

2. Paving – additional topics:

    a. When to start applying tack and coordinating with paving.

b. Types of equipment and numbers of each type of equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type of equipment as it relates to meeting Specification requirements.

c. Number of JMFs to be placed, and if more than one JMF is used, how the Contractor will ensure different JMFs are distinguished, how pavers and how MTVs are distinguished, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.

d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and supplier shutdown of operations.

e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.

5-04.3(15) Sealing Pavement Surfaces

Apply a fog seal where shown in the plans. Construct the fog seal in accordance with Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to opening to traffic.

5-04.3(16) HMA Road Approaches

Construct HMA approaches at the locations shown in the Plans or where staked by the Engineer, in accordance with Section 5-04.

5-04.3(17) Protection of Monuments

Monuments that are within cases shall be adjusted as described in the Special Provisions for the bid item Adjusting Valve Boxes/Monument Cases. In areas where pavement planing will occur, the planing shall come to within 0.5 feet of the monument. If the monument has no case, it shall be protected and covered as necessary throughout the planing and paving operations. The new pavement shall match the grade of the existing pavement surface surrounding the monument.

In locations where pavement planing will not occur and survey monuments have no existing casing, the Contractor shall cover the monument with material that will protect the monument from damage. The Contractor shall pave over the protected monument, leaving a 3-inch diameter hole in the paving mat centered over the monument. After paving operations are complete, the Contractor shall coat the sides of the hole and underlying pavement with tack coat. No tack coat shall cover the monument itself.

5-04.4 Measurement

HMA Cl. ___ PG ___, HMA for ___ Cl. ___ PG ___, and Commercial HMA will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, mineral filler, or any other component of the mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-04.3(11), the material removed will not be measured.

Roadway cores will be measured per each for the number of cores taken.

Pavement repair excavation will be measured by the square yard of surface marked prior to excavation.

Planing bituminous pavement will be measured by the square yard.

No specific unit of measurement will apply to the calculated item of asphalt cost price adjustment.

5-04.5 Payment

Payment will be made for each of the following Bid items that are included in the Proposal:

"HMA Cl. ___ PG ___", per ton.

"HMA for Approach Cl. ___ PG ___", per ton.

"HMA for Preleveling Cl. ___ PG ___", per ton.

"HMA for Pavement Repair Cl. ___ PG ___", per ton.

"Commercial HMA", per ton.

The unit Contract price per ton for "HMA Cl. ___ PG ___", "HMA for Approach Cl. ___ PG ___", "HMA for Preleveling Cl. ___ PG ___", "HMA for Pavement Repair Cl. ___ PG ___", and "Commercial HMA" shall be full compensation for all costs, including anti-stripping additive, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal. The cost of asphalt for tack coat, preparation of existing surfaces, protection of monuments, temporary striping and removal of existing buttons and all other costs in connection with performing the work in accordance with these requirements shall be included in the unit cost for the HMA bid item of this contract.

"Pavement Repair Excavation Incl. Haul", per square yard.

The unit Contract price per square yard for "Pavement Repair Excavation Incl. Haul" shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(4) with the exception, however, that all costs involved in the placement of HMA shall be included in the unit Contract price per ton for "HMA for Pavement Repair Cl. ___ PG ___", per ton.

"Asphalt for Prime Coat", per ton.

The unit Contract price per ton for "Asphalt for Prime Coat" shall be full payment for all costs incurred to obtain, provide and install the material in accordance with Section 5-04.3(4).

"Prime Coat Agg.", per cubic yard, or per ton.

The unit Contract price per cubic yard or per ton for "Prime Coat Agg." shall be full pay for furnishing, loading, and hauling aggregate to the place of deposit and spreading the aggregate in the quantities

required by the Engineer.

“Planing Bituminous Pavement”, per square yard.

The unit Contract price per square yard for “Planing Bituminous Pavement” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(14).

“Job Mix Compliance Price Adjustment”, by calculation.

“Job Mix Compliance Price Adjustment” will be calculated and paid for as described in Section 5-04.3(9)C6.

“Compaction Price Adjustment”, by calculation.

“Compaction Price Adjustment” will be calculated and paid for as described in Section 5-04.3(10)D3.

“Roadway Core”, per each.

The Contractor’s costs for all Work associated with the coring (e.g., traffic control) shall be incidental and included in the unit Bid price per each.

“Cyclic Density Price Adjustment”, by calculation.

“Cyclic Density Price Adjustment” will be calculated and paid for as described in Section 5-04.3(10)B.

(January 13, 2021)
Asphalt Cost Price Adjustment
The Contracting Agency will make an Asphalt Cost Price Adjustment, either a credit or a payment, for qualifying changes in the reference cost of asphalt binder. The adjustment will be applied to partial payments made according to Section 1-09.9 for the following bid items when they are included in the proposal:

“HMA Cl. ___ PG ___”
“HMA for Approach Cl. ___ PG ___”
“HMA for Preleveling Cl. ___ PG ___”
“HMA for Pavement Repair Cl. ___ PG ___”
“Commercial HMA”

The adjustment is not a guarantee of full compensation for changes in the cost of asphalt binder. The Contracting Agency does not guarantee that asphalt binder will be available at the reference cost.

The Contracting Agency will establish asphalt binder reference costs twice each month and post the information on the Agency website at: https://wsdot.wa.gov/business-wsdot/contracts/about-public-works-contracts/payments-reporting/asphalt-binder-reference-cost. The reference cost will be determined using posted prices furnished by Poten & Partners, Inc. If the selected price source ceases

to be available for any reason, then the Contracting Agency will select a substitute price source to establish the reference cost.

Price adjustments will be calculated one time per month. No price adjustment will be made if the Current Reference Cost is within +/-5% of the Base Cost. Reference costs for projects located in Eastern versus Western Washington shall be selected from the column in the WSDOT website table labeled "Eastern", or "Western", accordingly. The adjustment will be calculated as follows:

If the reference cost is greater than or equal to 105% of the base cost, then Asphalt Cost Price Adjustment = (Current Reference Cost – (1.05 x Base Cost)) x (Q x 0.056).

If the reference cost is less than or equal to 95% of the base cost, then Asphalt Cost Price Adjustment = (Current Reference Cost – (0.95 x Base Cost)) x (Q x 0.056).

Where: Current Reference Cost is selected from the website table based on the "Date Effective" that immediately precedes the current month's progress estimate end date. For work completed after all authorized working days are used, the adjustment will be based on the posted reference cost during which contract time was exhausted.

Base Cost is selected from the website table based on the "Date Effective" that immediately precedes the contract bid opening date, and shall be a constant for all monthly adjustments.

Q = total tons of all classes of HMA paid in the current month's progress payment.

"Asphalt Cost Price Adjustment", by calculation.
"Asphalt Cost Price Adjustment" will be calculated and paid for as described in this section. For the purpose of providing a common proposal for all bidders, the Contracting Agency has entered an amount in the proposal to become a part of the total bid by the Contractor.

BID ITEM 28: CONC. CLASS 5000 FOR FOOTINGS, HEADWALLS, AND WINGWALLS
BID ITEM 29: ST. REINF. BAR FOR FOOTINGS, HEADWALLS, AND WINGWALLS
These bid items shall be accomplished in accordance with the Plans and Standard Specification Section 6-02.

BID ITEM 30: CONTRACTOR DESIGNED BURIED STRUCTURE – ERICK CREEK
This bid item shall be accomplished in accordance with the Plans and Standard Specification Section 6-20, except as modified below.

6-20 BURIED STRUCTURES

6-20.3 Construction Requirements
6-20.3(1) Design
Section 6-20.3(1) is supplemented with the following:

(*****)
The Class 2 steel plate culvert and anchor connection to the footings shown in the Plans are contractor supplied design.

6-20.3(1)A Design Delivery
6-20.3(1)A1Contractor Supplied Design
Section 6-20.3(1)A1 is supplemented with the following:

(*****)
Dimensions provided in the Contract Plans are based on Option 1 as defined below. The Contractor shall submit shop drawings per 6-20.3(2)A showing how cast-in-place concrete headwall, wing wall, and footing geometry is to be modified to accommodate the Contractor's chosen option.

Option 1 –
BridgeCor Box Culvert 28'-2" Span x 8'-10" Rise
Contech Engineered Solutions LLC
9025 Centre Pointe Dr., Suite 400, Westchester, OH 45069
513-645-7000

Option 2 –
LSLPA-S-11 Long Span Low Profile Arch Culvert 28'-1" Span x 9'-6" Rise
LANE Enterprises, Inc.
3905 Hartzdale Drive, Suite 514, Camp Hill, PA 17011
717-761-8175

Option 3 –
Approved Equal

BID ITEM 31: UNDERDRAIN PIPE, 6-INCH DIAMETER
These bid items shall be accomplished in accordance with the Plans and Standard Specification Section 7-01, except as modified below.

7-01.2 Materials

(*****)
Add the following to Section 7-01.2:

Geotextile for underground drainage shall be Class A with moderate survivability meeting the requirements of Section 9-33.

(*****)
Delete paragraph two of Section 7-01.2, which begins, "Drain pipes may be..." and replace with the following:

All drain pipe shall be corrugated polyethylene drain pipe type S (smooth inner liner) meeting the requirements of Section 9-05.1(6), and listed on the WSDOT Qualified Product List, unless otherwise specified on the plans.

(*****)
Delete paragraph three of Section 7-01.2, which begins, "Underdrain pipe, other than..." and replace with the following:

All underdrain pipe shall be perforated corrugated polyethylene underdrain pipe type SP (smooth inner liner – perforated) meeting the requirements of Section 9-05.2(7), and listed on the WSDOT Qualified Product List, unless otherwise specified on the plans.

(*****)
Delete paragraph four of Section 7-01.2, which begins, "It is not necessary...".

7-01.4 Measurement

(*****)
Delete paragraph two and three of Section 7-01.4 which begin "Excavation of the trench..." and "Gravel backfill for drains...", respectively.

7-01.5 Payment

(*****)
Add the following to Section 7-01.5:

The unit contract price per linear foot for the Drain Pipe or Underdrain Pipe of the type and size specified shall be full pay for furnishing and installing the underdrain pipe. Installation shall include excavation, removal of culverts to be abandoned or replaced, fittings, connections to existing and new facilities, cleaning, providing and placing all backfill, geotextile, compaction and all other work essential for the completion of the installation to the required lines and grades.

BID ITEM 32: CLASS V AASHTO M 170 CONCRETE PIPE, 18-INCH DIAM

This bid item shall be accomplished in accordance with the Plans and Standard Specification Section 7-04 and 7-08, except as modified below.

7-04.3 Construction Requirements

(*****)
Add the following to Section 7-08, which is referenced by Section 7-04.3:

7-08.2 Materials

(*****)
Delete the text of Section 7-08.2 and replace with the following:

Materials shall meet the requirements of the following sections:

Gravel Backfill for Pipe Zone Bedding ..... 9-03.9(3), Base Course
Gravel Backfill for Pipe Zone Backfill ..... 9-03.9(3), Base Course
Gravel Backfill Above Pipe ..... 9-03.9(3), Base Course

7-08.3(2) Laying Pipe
Add the following to Section 7-08.3(2):

(*****)
7-08.3(2)J Beveled Ends
All exposed ends of storm sewer pipes or culverts shall be beveled on a 3:1 slope beginning 6 inches above the pipe flow line, or beveled to match the embankment or ditch foreslope, not to exceed 4:1.

7-04.3(1)A General

(*****)
Add the following to Section 7-04.3(1)A:

Testing will not be required if a section of storm sewer pipe is less than 75 feet long, has less than 5 feet of cover, and has no inlet or junction structures.

7-04.4 Measurement

(*****)
Delete the second sentence of paragraph one of Section 7-04.4, which begins, "The number of linear..." and replace with the following:

The number of linear feet will be measured from the inside face of drainage structure to the inside face of drainage structure or from the inside face of drainage structure to the end of pipe, as is appropriate.

7-04.5 Payment

(*****)
Delete paragraph two of Section 7-04.5, which begins, "The unit contract price..." and add the following:

The unit contract price per linear foot for storm sewer pipe of the type and size specified shall be full pay for furnishing and installing the pipe. Installation shall include excavation, fittings, jointing materials, beveling, backfilling to existing grade or subgrade, compaction, and all other items essential for completion of the installation to the required lines and grades.

BID ITEM 33: EROSION CONTROL AND WATER POLLUTION PREVENTION
This bid item shall be accomplished in accordance with the Plans and Standard Specification Section 8-01, except as modified below.

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

8-01.1 Description

Section 8-01.1 is supplemented with the following:

(*****)

This work shall consist of preparing a Temporary Erosion and Sediment Control (TESC) Plan and installing TESC and water management Best Management Practices (BMPs) as shown on the Contract Plans in accordance with these Special Provisions, and all federal, state, and local regulations and permit requirements. The BMPs shown or described in the Contract Plans shall not be considered complete or comprehensive. The Contractor shall be responsible for all temporary erosion and sediment control and water management measures during construction and until the Notice of Termination is issued to meet all federal, state, local and permit requirements. The Contractor will be responsible for monitoring and measuring turbidity as specified in applicable permits.

The Contracting Agency has obtained coverage under the Washington State NPDES Construction Stormwater General Permit. The Contractor shall complete a Transfer of Coverage Form prior to receiving the Notice to Proceed.

8-01.3 Construction Requirements

8-01.3(1) General

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

(*****)

The Contractor shall perform all work in compliance with the NPDES Construction Stormwater General Permit.

Once Notice to Proceed has been issued, the Contractor is responsible for performing all work in compliance with the permit. Upon completion of the project, the Contractor shall submit a Notice of Termination to the Department of Ecology and provide the Owner documentation that the termination is effective.

The erosion and sediment control measures selected for use on this project are based on construction occurring during the “dry season” of May 1st to September 30th. If the construction extends outside of the dry season, the Contractor shall prepare a wet season erosion and sediment control plan to meet local, state, and federal requirements for construction in the “wet season”. The wet season erosion and sediment control plan shall be submitted to the Engineer for review and approval prior to September 15th. The wet season erosion and sediment control plan shall be prepared at the Contractor’s sole expense (included in the lump sum contract price).

Erosion and sediment control measures shall be used within the construction area, which includes staging areas, access paths and the channel. No construction or access within the stream corridor shall occur until the active work area is fully dewatered. Material stockpiles shall have perimeter sediment control best management practices (BMPs) installed, such as silt fences or straw wattles along any downhill perimeter of the construction staging area where water carrying sediment might leave the construction staging area. Temporary cover shall be installed on all material stockpile areas that will not be worked for 7 days or more. Temporary cover for stockpiles shall consist of temporary mulch or plastic

covering.

Forecasted rain events may require the installation of additional temporary erosion control measures to prevent discharge of sediment and turbid water from the site due to runoff. These added measures may include temporary mulching, straw wattles, plastic, sandbags or other materials deemed necessary by the Engineer.

All equipment used for in-water work within the existing ordinary high water (OHW) level of Erick Creek shall use only biodegradable vegetable-based hydraulic fluids. Equipment used outside of the existing OHW is not required to use biodegradable vegetable-based hydraulic fluids.

Equipment used for this project shall be free of external petroleum-based products while working near any surface water or wetland. Accumulation of soils or debris shall be removed from the drive mechanisms (wheels, tracks, tires, etc.) and undercarriage of equipment prior to working below the OHW. Equipment shall be checked at the beginning of each work shift for leaks, and any repairs shall be completed prior to commencing work activities. No equipment shall be stored overnight within 100 feet of any wetted channel.

8-01.3(1)A Submittals
8-01.3(1)A1 Temporary Erosion and Sediment Control Plan
Section 8-01.3(1)A1 is supplemented with the following:

(*****)
The Contract Plans include TESC, Water Management, temporary flow bypass, and fish exclusion requirements that represent the minimum required measures. Actual methods will depend on the Contractor's Means and Methods and Construction Sequencing. The Contractor shall submit the following:

The Contractor shall prepare a Temporary Erosion and Sedimentation Control (TESC) Plan for the contract and shall submit this TESC Plan to the Engineer 5 days prior to the pre-construction conference. This plan shall include narrative and drawings depicting all upland (landward of the Ordinary High Water (OHW) level shown on the Contract Plans) erosion and sediment control methods such as stabilized construction entrances, bark mulch, hog fuel or other ground surfacing for stabilizing access roads, berms or ditches to control surface runoff, silt fence, straw wattles, and the placement of temporary or permanent seeding and mulching for erosion control. The Contractor may take the Plan provided in the Contract Plans and modify as needed based on Means, Methods, and Construction Sequencing. The Contractor shall prepare and submit for approval to the Contracting Agency an alternative Stormwater Water Pollution Prevention Plan (SWPPP) as part of the TESC plan that addresses the requirements of the project's NPDES Permit.

8-01.3(2) Temporary Seeding and Mulching
8-01.3(2)D Temporary Mulching
Section 8-01.3(2)D is supplemented with the following:

(*****)
Temporary Mulching shall be straw for this project. Any straw mulch used within the straw wattles or for covering exposed earth as a temporary erosion control measure shall be derived from harvested

wheat or alfalfa plant stalk (no hay from a grass source). The straw shall be seasoned (an air-dried condition) free from noxious weeds, seeds or other undesirable materials prior to loading and delivery to the site. The straw shall be suitable for spreading by mechanical means or by hand methods as a temporary erosion control measure.

The Contractor shall be responsible for providing and placing the straw in areas noted on the Contract Plans and as directed by the Engineer.

Temporary Mulch shall be a minimum of 4-inches thick.

8-01.5 Payment
Section 8-01.5 is supplemented with the following:

(*****)
The lump sum contract price for "Erosion Control and Water Pollution Prevention" shall be full pay for all costs, including but not limited to installing, maintaining and later removing all necessary TESC measures and BMP's, sampling, monitoring, reporting, coordinating, inspecting, submitting Transfer of Coverage and Notice of Termination forms to Department of Ecology, payment of permit fees and any fines incurred following transfer of coverage to the Contractor, and any other expenses, materials and labor necessary to fully comply with the requirements of the permit and terminate it upon completion of the project.

BID ITEM 34: SEEDING AND MULCHING
BID ITEM 35: FINE COMPOST
BID ITEM 36: BARK OR WOOD CHIP MULCH RINGS
BID ITEM 37: PSIPE - LIVE STAKES
BID ITEM 38: PSIPE - 1 GALLON CONTAINER
These bid items shall be accomplished in accordance with the Plans and Standard Specification Section 8-02, except as modified below:

8-02 ROADSIDE RESTORATION
8-02.3 Construction Requirements

8-02.3(6) Mulch and Amendments
8-02.3(6)B Fertilizer
Section 8-02.3(6)B is revised to read as follows:

(*****)
Fertilizer shall not be used on this project.

8-02.3(9)B Seeding, Fertilizing and Mulching
Section 8-02.3(9)B is supplemented with the following:

(*****)
Seed Mix: Grass seed, of the following composition, proportion, and quality shall be applied at the rate

of ****80**** pounds of pure live seed per acre on all areas requiring permanent roadside seeding within the project limits.

Kind and Variety of Seed in Mixture	Pounds Pure Live Seed (PLS) Per Acre
Deschampsia elongata **Slender Hairgrass**	0.32
Elymus glaucus **Blue Wildrye**	34.43
Festuca idahonesis **Idaho Fescue**	5.61
Festuca ovina **Sheep Fescue**	0.93
Hordeum brachyantherum **Meadow Barley**	29.71
Koeler cristata **Prairie Junegrass**	0.27
Lolium multiflorum **Annual Ryegrass**	8.73
Total Pounds PLS Per Acre	**80.00**

Seeds shall be certified "Weed Free", indicating there are not noxious or nuisance weeds in the seed.

Mulching
Wood Cellulose Fiber mulch shall be hydraulically applied at a rate 2,000 pounds per acre to produce 100% soil coverage.

9-14 EROSION CONTROL AND ROADSIDE PLANTING

9-14.2 Seed
Section 9-14.2 is supplemented with the following:

(*****)
The seed dealer shall mix the seed only. The Contractor shall furnish the Engineer with a dealer's guaranteed statement of the composition, mixture, and the percentage of purity and germination of each variety. Restoration Seed Mix shall be as shown in the Plans.

All seed mixes shall be certified as 99% weed-free and 90% viable seeds by germination tests and by age specifications by species. Mix percentage is by weight. Application rate: as shown in the Plans.

9-14.5(3) Bark and Wood Chip Mulch

Section 9-14.5(3) is supplemented with the following:

(*****)

Mulch shall be Wood Chip Mulch composed of medium grade fir, pine, or hemlock species. Mulch shall be of uniform color, free from weeds, seed, sawdust, and splinters.

The wood chips shall not contain resin, tannin, or other compounds detrimental to plant life. The mulch shall not contain resin, tannin, wood fiber or other compounds detrimental to plant life. The moisture content of bagged mulch shall not exceed 22%. All mulch shall pass through a 1-inch mesh screen.

9-14.7(3) Handling and Shipping

Section 9-14.7(3) is supplemented with the following:

(*****)

All plant material shall be transported to planting locations with care to prevent damage. Tie back branches as necessary, and protect bark from chafing with burlap bags. Do not drag plant materials along ground without proper protection of roots and branches. Protect rootballs from environmental or mechanical damage and water as necessary to keep roots moist.

9-14.7(4) Tagging

Section 9-14.7(4) is supplemented with the following:

(*****)

All plant material shall be legibly tagged. Tagging may be by species or variety with minimum of one tag per ten trees, shrubs, groundcovers. Remove all tagging prior to final acceptance.

9-14.7(7) Temporary Storage

Section 9-14.7(7) is supplemented with the following:

(*****)

Cold storage of plants shall not be permitted.

If planting is delayed more than 24 hours after delivery, set balled and burlapped plants on the ground, well protected with soil or wet peat. Adequately cover all roots of bare root material with soil or wet peat. Protect rootballs from freezing, sun, drying winds or mechanical damage. Water plant material as necessary until planted.

Plants shall not be stored for more than one week. Longer storage period at project site will result in rejection of plant materials by the Contracting Agency.

BID ITEM 39: FLEXIBLE GUIDE POST

This bid item shall be accomplished in accordance with the Plans and Standard Specification Section 8-10, except as modified below.

8-10 GUIDE POSTS

8-10.1 Description

Delete Section 8-10.1 and replace it with the following:

(*****)

This work shall consist of furnishing and placing Flexible Guide Post – guardrail mount in accordance with these Specifications and the Standard Plans, at the locations as indicated in the plans or where designated by the Engineer.

8-10.3 Construction Requirements

Section 8-10.3 is supplemented with the following:

(*****)

Flexible Guide Posts shall be installed at every third section of guardrail including terminals and transitions, at a spacing not to exceed 37.5', or as directed by the Engineer.

BID ITEM 40: BEAM GUARDRAIL TYPE 31

BID ITEM 41: BEAM GUARDRAIL NON-FLARED TL-2 TERMINAL

These bid items shall be accomplished in accordance with the Plans and Standard Specification Section 8-11, except as modified below.

8-11 GUARDRAIL

8-11.2 Materials

Add the following to Section 8-11.2:

(*****)

Beam Guardrail Non-Flared Terminals shall be listed on the WSDOT Qualified Product List. Terminals shall have a TL-2 rating when so specified on the Plans. Otherwise, TL-2 terminals will not be allowed.

8-11.4 Measurement

Delete paragraph one of Section 8-11.4, which begins, "Measurement of beam guardrail..." and replace with the following:

(*****)

Measurement of beam guardrail and beam guardrail with long posts will be by the linear foot measured along the line of completed guardrail from end to end excluding transition and terminal sections as are covered by other bid items of this contract.

BID ITEM 42: CHAIN LINK FENCE TYPE 4

This bid item shall be accomplished in accordance with the Plans and Standard Specifications Section 8-

12, except as modified below.

8-12 CHAIN LINK FENCE AND WIRE FENCE

8-12.5 Payment

Section 8-12.5 is supplemented with the following:

(*****)

The unit Contract price per linear foot for "Chain Link Fence Type 4" shall also be full payment for all costs associated with installation of chain link fence anchorages to the culvert headwalls and wing walls.

BID ITEM 43: FILTER BLANKET

BID ITEM 44: ROCK FOR EROSION AND SCOUR PROTECTION CLASS B

BID ITEM 45: QUARRY SPALLS

These bid items shall be accomplished in accordance with the Plans and Standard Specification Section 8-15, except as modified below.

8-15 RIPRAP

8-15.2 Material

Section 8-15.2 is supplemented with the following:

(*****)

Rock for Erosion and Scour Protection Class B shall meet the requirements of Section 9-13.4.

8-15.4 Measurement

Section 8-15.4 is supplemented with the following:

(*****)

Rock For Erosion And Scour Protection Class B will be measured by the ton of Rock For Erosion And Scour Protection Class B actually placed.

8-15.5 Payment

Section 8-15.4 is supplemented with the following:

(*****)

"Rock For Erosion And Scour Protection Class B" per ton.

BID ITEM 46: MAILBOX SUPPORT, TYPE 1

This bid item shall be accomplished in accordance with the Plans and Standard Specification Section 8-18.

BID ITEM 47: PAINT LINE

This bid item shall be accomplished in accordance with the Plans and Standard Specifications Section 8-22.

BID ITEM 48: TEMPORARY TRAVEL LANE

This bid item shall be accomplished in accordance with the Plans, Standard Specifications and the following Special Provision Section 8-32.

Section 8-32 shall be revised to read as follows:

(*****)

8-32 TEMPORARY TRAVEL LANE

8-32.1 Description

This work consists of designing, constructing, maintaining, and removing the temporary travel lane, and retaining walls to accommodate public traffic as well as the Contractor's means and methods for construction of the new bridge and creek channel.

The temporary travel lane is for the convenience of the public accessing residences the remainder of Abernathy Creed Rd. Contractor shall not use or block the temporary travel lane to stage, park, or unload vehicles, equipment, or materials.

Conceptual layouts and phases for the temporary travel lane are shown on the Plans. The Contractor shall be solely responsible for the adequacy and condition of the temporary travel lane.

Contractor shall anticipate the use of temporary retaining walls when bidding the temporary travel lane. Refer to the Geotechnical Report for additional information and requirements.

8-32.1(1) Submittals

Submit Type 2E Working Drawings, stamped and signed by a Professional Engineer licensed in Washington State, for the temporary travel lane including the layout, curvature, and slope of the temporary travel lane and plans and details for the temporary retaining walls, and Contractor's plan for staging of the temporary travel lane during construction. Do not begin work on temporary retaining walls until Working Drawings have been approved, including the temporary stream bypass plan.

8-32.2 Materials

Unless otherwise required by the Contractor's retaining wall design, temporary fill materials for the temporary travel lane shall meet the requirements of Section 2-13 for Structural Fill, or suitable excavation (as determined by the Engineer).

Top surfacing for the temporary travel lane shall meet the requirements of Section 4-04 for Crushed Surfacing Base Course, with a 12 inch minimum thickness.

Furnish materials for temporary travel lane safety, such as traffic barrier, in accordance with the design requirements and reviewed Working Drawings, and in accordance with the applicable sections of the Standard Specifications.

Furnish materials for the temporary retaining wall and shoring with design properties in accordance with the design requirements and reviewed Working Drawings and in accordance with the applicable sections of the Standard Specifications.

8-32.3 Construction Requirements

Clear and grub the existing grade in the area where temporary fill will be placed for the temporary travel lane.

Construct the temporary travel lane according to the applicable parts of the Standard Specifications, these Special Provisions, and as shown on the Plans. The minimum curve radius, maximum slope, and surfacing material of the temporary travel lane shall accommodate emergency vehicles, school buses, semi-trucks, and the WB50 design vehicle in accordance with AASHTO's A Policy on Geometric Design of Highways and Streets. Provide adequate drainage of the temporary travel lane. Traffic barrier shall not block drainage of surface stormwater. Unless otherwise required by the Contractor's shoring design, compact the temporary travel lane until there is no reaction or yielding under the compactor. The top surface of the temporary travel lane shall be mantled with a minimum of 6 inches of crushed surfacing base course to provide a smooth surface for public traffic.

Perform the temporary retaining wall work using personnel experienced in retaining wall construction.

Contractor shall maintain slopes, roadway, retaining wall and shoring stability, and driving surfaces throughout construction. Maintain temporary retaining walls in a safe and functional condition as long as the walls and shoring are in service. Keep all wall facing elements intact. Repair or replace damaged wall elements as necessary to maintain the retaining wall and shoring integrity and safe operational function. Submit Type 2E Working Drawings for replacement of damaged wall elements or for any wall repairs to the Engineer for review.

When the temporary travel lane is no longer needed, do the following:

- Remove the travel lane and all temporary retaining walls.
- Restore the areas on which the travel lane and temporary retaining walls occupied as required by the Standard Specifications, these Special Provisions, and as shown on the Plans.
- Dispose of excess materials in accordance with the applicable sections of the Standard Specifications and these Special Provisions.

8-32.4 Measurement

No unit of measure shall apply to the lump sum bid item Temporary Travel Lane.

8-32.5 Payment

Payment will be made for each of the following Bid items that are included in the Proposal:

"Temporary Travel Lane", lump sum.

The lump sum Contract price for "Temporary Travel Lane" shall include all costs for designing, constructing, maintaining, and removing the temporary travel lane, temporary walls and temporary traffic barrier, and for furnishing and placing all materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

No separate or additional payment will be made for handling and disposal of materials used to construct the temporary travel lane.

BID ITEM 49: TEMPORARY STREAM DIVERSION

This bid item shall be accomplished in accordance with the Plans and Standard Specification Section 8-31, except as modified below.

8-31 TEMPORARY STREAM DIVERSION

8-31.1 Description

Section 8-31.1 is supplemented with the following:

(*****)

Stream water shall be diverted around construction areas for the duration of all in-stream work and shall conform to Washington Department of Ecology water quality standards and requirements of the Hydraulic Project Approval (HPA). Stream bypass and dewatering shall be maintained on a 24/7 basis where the stream channel has disturbed/erodible soils. Base summer flows are estimated as follows:

	Percent Chance of Flow Exceedance (July 1st-September 30th, In Water Work Window) (cfs)			
	2- Year Storm (Bypass)	1% Daily	10%	50%
Erick Creek at Abernathy Road	7 CFS	7 CFS	3 CFS	1 CFS

Flows are estimated using the Department of Ecology gage for Abernathy Creek (25E060). The contractor is responsible for verifying flows and designing the stream diversion system. Actual conditions will vary.

8-31.3 Construction Requirements

8-31.3(1) General

Section 8-31.3(1) is supplemented with the following:

(*****)

The Contractor is responsible for properly sizing all elements of the temporary stream bypass up to the 50% annual exceedance probability flow rate (1 cfs). Additional dewatering sumps and discharge pumps shall always be available within the site to manage seeping groundwater and lower water levels necessary for sufficient construction conditions. Dispose of dewatering water in accordance with Section 8-01.3(1)C.

The Contractor shall have materials on site, and processes defined, to secure the area from impacts of heavy rainfall with appropriate BMPs (such as plastic sheeting, straw mulch or placement of streambed aggregate on disturbed soils ahead of the storm) to prevent flows greater than the stream bypass from contacting disturbed fine soils within the active work zone.

Before diversion systems are completely removed, a fraction of the full flow shall be released to the watercourse such that the water can be pumped upland immediately upstream of the diversion outlet. The fractional flow release shall continue until turbidity is minimized to the approval of the Engineer

and in compliance with permit conditions.

(February 26, 2024)
Standard Plans

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01, effective October 23, 2023, is made a part of this contract.

The Standard Plans are revised as follows:

A-10.30
RISER RING detail (Including SECTION view and RISER RING DIMENSIONS table): The RISER RING detail is deleted from the plan.

INSTALLATION detail, SECTION A: The "1/4"" callout is revised to read "+/- 1/4" (SEE CONTRACT ~ Note: The + 1/4" installation is shown in the Section A view)"

A-40.20
Sheet 1, NOTES 1, 2, 3, and 4 are replaced with the following:

1. Use the ½ inch joint details for bridges with expansion length less than 100 feet and for bridges with L type abutments. Use the 1 inch joint details for other applications.
2. Use detail 5, 6, 7 on steel trusses and timber bridges with concrete bridge deck panels.
3. For details 1, 2, 3, and 4, the item "HMA Joint Seal at Bridge End" shall be used for payment. For details 5 and 6, the item "HMA Joint Seal at Bridge Deck Panel Joint" shall be used for payment. For detail 7, the item "Clean and Seal Bridge Deck Panel Joint" shall be used for payment.

Sheet 2, Detail 8 reference to "6-09.3(6)" is revised to read "6-21.3(7)".

A-60.40
Note 2 reference to "6-09.3(6)" is revised to read "6-21.3(7)".

B-90.40
Valve Detail – DELETED

C-60.10
Sheet 1 of 2, Side view, add new callout pointing to the outer edges of the 3" x 12" lifting slots at bottom of barrier. New callout reads "PERMISSIBLE 3/4" CHAMFER."
Sheet 1 of 2, Side view, add 2-inch diameter lifting holes centered 32" from each end of the barrier and 15" from the top face (2 lifting holes total). Add new callout pointing to the new lifting holes. New callout reads "PERMISSIBLE 2" DIAM. LIFTING HOLE"

C-85.11
On Section B, the callout "3" EXPANDED POLYSTYRENE AROUND COLUMN (TYP.)" is revised to read "3" EXPANDED POLYSTYRENE OR POLYETHYLENE FOAM AROUND COLUMN (TYP.)"

D-3.10

Sheet 1, Typical Section, callout – "FOR WALLS WITH SINGLE SLOPE TRAFFIC BARRIER. USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-3.15" is revised to read; "FOR WALLS WITH SINGLE SLOPE TRAFFIC BARRIER, SEE CONTRACT PLANS"

Sheet 1, Typical Section, callout – "FOR WALLS WITH F-SHAPE TRAFFIC BARRIER. USE THE DETAILS ABOVE THE MATCH LINE ON STANDARD PLAN D-3.16" is revised to read; "FOR WALLS WITH F-SHAPE TRAFFIC BARRIER, SEE CONTRACT PLANS"

D-3.11

Sheet 1, Typical Section, callout – ""B" BRIDGE APPROACH SLAB (SEE BRIDGE PLANS) OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE STANDARD PLANS D-3.15 OR D-3.16" is revised to read; "B" BRIDGE APPROACH SLAB OR MOMENT SLAB (SEE CONTRACT PLANS)

Sheet 1, Typical Section, callout – "TYPICAL BARRIER ON BRIDGE APPROACH SLAB (SEE BRIDGE PLANS) OR PERMANENT GEOSYNTHETIC WALL BARRIER ~ SEE STANDARD PLANS D-3.15 OR D-3.16" is revised to read; "TYPICAL BARRIER ON BRIDGE APPROACH SLAB OR MOMENT SLAB (SEE CONTRACT PLANS)

D-10.10

Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.15

Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.30

Wall Type 5 may be used in all cases.

D-10.35

Wall Type 6 may be used in all cases.

D-10.40

Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.45

Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the revisions stated in the 11/3/15 Bridge Design memorandum.

F-10.18

Note 2, "Region Traffic engineer approval is needed to install a truck apron lower than 3"." - DELETED

J-10.10

Sheet 4 of 6, "Foundation Size Reference Table", PAD WIDTH column, Type 33xD=6' – 3" is revised to read: 7' – 3". Type 342LX / NEMA P44=5' – 10" is revised to read: 6' – 10"

Sheet 5 of 6, Plan View, "FOR EXAMPLE PAD SHOWN HERE:, "first bullet" item, "-SPACE BETWEEN TYPE B MOD. CABINET AND 33x CABINET IS 6" (IN)" IS REVISED TO READ: "SPACE BETWEEN TYPE B MOD. CABINET (BACK OF ALL CHANNEL STEEL) AND 33x CABINET IS 6" (IN) (CHANNEL STEEL ADDS ABOUT 5" (IN)"

J-10.16

Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-10.17

Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-10.18

Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

J-20.26

Add Note 1, "1. One accessible pedestrian pushbutton station per pedestrian pushbutton post."

J-20.16

View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE

J-21.10

Sheet 1 of 2, Elevation View, Round Concrete Foundation Detail, callout – "ANCHOR BOLTS ~ ¾" (IN) x 30" (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY" IS REVISED TO READ: "ANCHOR BOLTS ~ ¾" (IN) x 30" (IN) FULL THREAD ~ FOUR REQ'D. PER ASSEMBLY"

Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 2 # 4 reinf. Bar.

Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from the 2 ½" CLR. dimension, depicting the distance from the bottom of the foundation to find 1 # 4 reinf. Bar.

Detail F, callout, "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 3)" is revised to read; "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping Bolts (see Note 1)"

Detail F, callout, "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Four Required (See Note 4)" is revised to read; "3/4" (IN) x 2' – 6" Anchor Bolt (TYP.) ~ Three Required (See Note 2)"

J-21.15
Partial View, callout, was – LOCK NIPPLE ~ 1 ½" DIAM., is revised to read; CHASE NIPPLE ~ 1 ½" (IN) DIAM.

J-21.16
Detail A, callout, was – LOCKNIPPLE, is revised to read; CHASE NIPPLE

J-22.15
Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0"
(2x) Detail A, callout, was – LOCK NIPPLE ~ 1 ½" DIAM. is revised to read; CHASE NIPPLE ~ 1 ½" (IN) DIAM.

J-40.10
Sheet 2 of 2, Detail F, callout, "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 12" S. S. FLAT WASHER" is revised to read; "12 – 13 x 1 ½" S.S. PENTA HEAD BOLT AND 1/2" (IN) S. S. FLAT WASHER"

J-40.36
Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-40.37
Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and Pickled) for the cover.

J-75.20
Key Notes, note 16, second bullet point, was: "1/2" (IN) x 0.45" (IN) Stainless Steel Bands", add the following to the end of the note: "Alternate: Stainless steel cable with stainless steel ends, nuts, bolts, and washers may be used in place of stainless steel bands and associated hardware."

J-75.55
Notes, Note A1, Revise reference, was – G-90.29, should be – G-90.20.

L-5.10
Sheet 1, General Note 8, third sentence – was; "For traffic barrier having no deflection distance, the fence shall be placed a minimum horizontal distance of 3' – 6' as measured form the top front face of the barrier." Is revised to read; "For traffic barrier having no deflection distance, the fence shall be placed a minimum horizontal distance of 2' – 6" as measured form the top front face of the barrier."

Sheet 2, Reinforcing Steel Bending Diagram, (mark) B detail, callout – "128 deg." is revised to read: "123 deg.", callout – "51 deg." is revised to read: "57 deg."

M-40.10
Guide Post Type ~ Reflective Sheeting Applications Table, remove reference - "(SEE NOTE 5)"

The following are the Standard Plan numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.

A-10.10-00 .....8/7/07
A-10.20-00 .....10/5/07
A-10.30-00 .....10/5/07
A-20.10-00 .....8/31/07
A-30.10-00 .....11/8/07
A-30.30-01 .....6/16/11
A-30.35-00 .....10/12/07
A-40.00-01 .....7/6/22
A-40.10-04 .....7/31/19
A-40.15-00 .....8/11/09
A-40.20-04 .....1/18/17
A-40.50-03 ..... 9/12/23
A-50.10-01 .....8/17/21
A-50.40-01 .....8/17/21
A-60.10-03 .....12/23/14
A-60.20-03 .....12/23/14
A-60.30-01 .....6/28/18
A-60.40-00 .....8/31/07

B-5.20-03 .....9/9/20
B-5.40-02 .....1/26/17
B-5.60-02 .....1/26/17
B-10.20-03 .....8/23/23
B-10.40-02 .....8/17/21
B-10.70-03 .....8/23/23
B-15.20-01 .....2/7/12
B-15.40-01 .....2/7/12
B-15.60-02 .....1/26/17
B-20.20-02 .....3/16/12
B-20.40-04 .....2/27/18
B-20.60-03 .....3/15/12
B-25.20-02 .....2/27/18
B-25.60-03 .....8/23/23
B-30.05-00 .....9/9/20
B-30.10-03 .....2/27/18
B-30.15-00 .....2/27/18
B-30.20-04 .....2/27/18
B-30.30-03 .....2/27/18
B-30.50-03 .....2/27/18
B-30.60-00 .....9/9/20
B-30.40-03 .....2/27/18
B-30.70-04 .....2/27/18
B-30.80-01 .....2/27/18
B-30.90-02 .....1/26/17
B-35.20-00 .....6/8/06
B-35.40-01 .....8/23/23
B-40.20-00 .....6/1/06
B-40.40-02 .....1/26/17
B-45.20-01 .....7/11/17
B-45.40-01 .....7/21/17
B-50.20-00 .....6/1/06
B-55.20-03 .....8/17/21
B-60.20-02 .....9/9/20
B-60.40-01 .....2/27/18
B-65.20-01 .....4/26/12
B-65.40-00 .....6/1/06
B-70.20-01 .....3/15/22
B-75.20-03 .....8/17/21
B-75.50-02 .....3/15/22
B-70.60-01 .....1/26/17
B-75.60-00 .....6/8/06
B-80.20-00 .....6/8/06
B-80.40-00 .....6/1/06
B-85.10-01 .....6/10/08
B-85.20-00 .....6/1/06
B-85.30-00 .....6/1/06
B-85.40-00 .....6/8/06
B-85.50-01 .....6/10/08
B-90.10-00 .....6/8/06
B-90.20-00 .....6/8/06
B-90.30-00 .....6/8/06
B-90.40-01 .....1/26/17
B-90.50-00 .....6/8/06
B-95.20-02 .....8/17/21
B-95.40-01 .....6/28/18

C-1 .....9/8/22
C-1b.....10/12/23
C-1d.....10/31/03
C-2c 8/12/19
C-4f.....8/12/19
C-6a 9/8/22
C-7 .....9/8/22
C-7a 9/8/22
C-20.10-09 .....10/12/23
C-20.14-05 .....9/8/22
C-20.15-03 .....10/12/23
C-20.18-04 .....9/8/22
C-20.40-10 .....10/12/23
C-20.41-04 .....8/22/22
C-20.42-06 .....10/12/23
C-20.43-00 .....8/22/22
C-20.45.03.....9/8/22
C-22.16-08 .....10/17/23
C-22.40-10 .....10/16/23
C-22.45-06 .....9/8/22
C-23.70-01 .....10/16/23
C.24.10-04 .....10/16/23
C-24.15-00 .....3/15/22
C-25.20-07 .....8/20/21
C-25.22-06 .....8/20/21
C-25.26-05 .....8/20/21
C-25.30-01 .....8/20/21
C-25.80-05 .....8/12/19
C-60.10-03 .....10/16/23
C-60.15-00 .....8/17/21
C-60.20-01 .....9/8/22
C-60.30-01 .....8/17/21
C-60.40-00 .....8/17/21
C-60.45-00 .....8/17/21
C-60.50-00 .....8/17/21
C-60.60-00 .....8/17/21
C-60.70-01 .....9/8/22
C-60.80-01 .....9/8/22
C-70.15-00 .....8/17/21
C-70.10-04 .....10/16/23
C-75.10-02 .....9/16/20
C-75.20-03 .....8/20/21
C-75.30-03 .....8/20/21
C-80.10-03 .....10/16/23
C-80.20-01 .....6/11/14
C-80.30-02 .....8/20/21
C-80.40-01 .....6/11/14
C-85.10-00 .....4/8/12
C-85.11-01 .....9/16/20
C-85.15-03 .....10/17/23
C-85-18-03 .....9/8/22
C-81.10-00 .....9/12/23
C-81.15-00 .....9/12/23

D-2.36-03 .....6/11/14
D-2.46-02 .....8/13/21
D-2.84-00 .....11/10/05
D-2.92-01 .....4/26/22
D-3.09-00 .....5/17/12
D-3.10-01 .....5/29/13

D-3.11-03 .....6/11/14
D-4 .....12/11/98
D-6 .....6/19/98
D-10.10-01 .....12/2/08
D-10.15-01 .....12/2/08
D-10.20-01 .....8/7/19

D-10.25-01 .....8/7/19
D-10.30-00 .....7/8/08
D-10.35-00 .....7/8/08
D-10.40-01 .....12/2/08
D-10.45-01 .....12/2/08
D-20.10-00 .....10/9/23

E-1 .....2/21/07
E-2 .....5/29/98

E-4 .....8/27/03
E-4a 8/27/03

E-20.10-00 .....9/12/23
E-20.20-00 .....10/4/23

F-10.12-04 .....9/24/20
F-10.16-00 .....12/20/06
F-10.18-03 .....3/28/22
F-10.40-04 .....9/24/20
F-10.42-00 .....1/23/07

F-10.62-02 .....4/22/14
F-10.64-03 .....4/22/14
F-30.10-04 .....9/25/20
F-40.12-03 .....6/29/16
F-40.14-03 .....6/29/16

F-40.15-04 .....9/25/20
F-40.16-03 .....6/29/16
F-45.10-04 .....10/16/23
F-80.10-04 .....7/15/16

G-10.10-00 .....9/20/07
G-20.10-03 .....8/20/21
G-22.10-04 .....6/28/18
G-24.10-00 .....11/8/07
G-24.20-01 .....2/7/12
G-24.30-02 .....6/28/18
G-24.40-07 .....6/28/18

G-24.50-05 .....8/7/19
G-24.60-05 .....6/28/18
G-25.10-05 .....9/16/20
G-26.10-00 .....7/31/19
G-30.10-04 .....6/23/15
G-50.10-03 .....6/28/18

G-90.10-03 .....7/11/17
G-90.20-05 .....7/11/17
G-90.30-04 .....7/11/17
G-95.10-02 .....6/28/18
G-95.20-03 .....6/28/18
G-95.30-03 .....6/28/18

H-10.10-00 .....7/3/08
H-10.15-00 .....7/3/08
H-30.10-00 .....10/12/07

H-32.10-00 .....9/20/07
H-60.10-01 .....7/3/08
H-60.20-01 .....7/3/08

H-70.10-02 .....8/17/21
H-70.20-02 .....8/17/21

I-10.10-01 .....8/11/09
I-30.10-02 .....3/22/13
I-30.15-02 .....3/22/13
I-30.16-01 .....7/11/19
I-30.17-01 .....6/12/19

I-30.20-00 .....9/20/07
I-30.30-02 .....6/12/19
I-30.40-02 .....6/12/19
I-30.60-02 .....6/12/19
I-40.10-00 .....9/20/07

I-40.20-00 .....9/20/07
I-50.20-02 .....7/6/22
I-60.10-01 .....6/10/13
I-60.20-01 .....6/10/13
I-80.10-02 .....7/15/16

J-05.50-00 .....8/30/22
J-10 .....7/18/97
J-10.10-04 .....9/16/20
J-10.12-00 .....9/16/20
J-10.14-00 .....9/16/20
J-10.15-01 .....6/11/14
J-10.16-02 .....8/18/21
J-10.17-02 .....8/18/21
J-10.18-02 .....8/18/21
J-10.20-04 .....8/18/21
J-10.21-02 .....8/18/21
J-10.22-03 .....10/4/23

J-26.20-01 .....6/28/18
J-27.10-01 .....7/21/16
J-27.15-00 .....3/15/12
J-28.01-00 .....8/30/22
J-28.10-02 .....8/7/19
J-28.22-00 .....8/07/07
J-28.24-02 .....9/16/20
J-28.26-01 .....12/02/08
J-28.30-03 .....6/11/14
J-28.40-02 .....6/11/14
J-28.42-01 .....6/11/14
J-28.43-01 .....6/28/18

J-50.10-01 .....7/31/19
J-50.11-02 .....7/31/19
J-50.12-02 .....8/7/19
J-50.13-01 .....8/30/22
J-50.15-01 .....7/21/17
J-50.16-01 .....3/22/13
J-50.18-00 .....8/7/19
J-50.19-00 .....8/7/19
J-50.20-00 .....6/3/11
J-50.25-00 .....6/3/11
J-50.30-00 .....6/3/11
J-60.05-01 .....7/21/16

J-10.25-00 .....7/11/17
J-10.26-00 .....8/30/22
J-12.15-00 .....6/28/18
J-12.16-00 .....6/28/18
J-15.10-01 .....6/11/14
J-15.15-02 .....7/10/15
J-20.01-00 .....8/30/22
J-20.10-05 .....10/4/23
J-20.11-03 .....7/31/19
J-20.15-03 .....6/30/14
J-20.16-02 .....6/30/14
J-20.20-02 .....5/20/13
J-20.26-01 .....7/12/12
J-21.10-04 .....6/30/14
J-21.15-01 .....6/10/13
J-21.16-01 .....6/10/13
J-21.17-01 .....6/10/13
J-21.20-01 .....6/10/13
J-22.15-02 .....7/10/15
J-22.16-03 .....7/10/15
J-26.10-03 .....7/21/16
J-26.15-01 .....5/17/12
J-28.45-03 .....7/21/16
J-28.50-03 .....7/21/16
J-28.60-03 .....8/27/21
J-28.70-04 .....8/30/22
J-29.10-02 .....8/26/22
J-29.15-01 .....7/21/16
J-29.16-02 .....7/21/16
J-30.10-01 .....8/26/22
J-40.01-00 .....8/30/22
J-40.05-00 .....7/21/16
J-40.10-04 .....4/28/16
J-40.20-03 .....4/28/16
J-40.30-04 .....4/28/16
J-40.35-01 .....5/29/13
J-40.36-02 .....7/21/17
J-40.37-02 .....7/21/17
J-40.38-01 .....5/20/13
J-40.39-00 .....5/20/13
J-40.40-02 .....7/31/19
J-45.36-00 .....7/21/17
J-50.05-00 .....7/21/17
J-60.11-00 .....5/20/13
J-60.12-00 .....5/20/13
J-60.13-00 .....6/16/10
J-60.14-01 .....7/31/19
J-75.10-02 .....7/10/15
J-75.20-01 .....7/10/15
J-75.30-02 .....7/10/15
J-75.50-00 .....8/30/22
J-75.55-00 .....8/30/22
J-80.05-00 .....8/30/22
J-80.10-01 .....8/18/21
J-80.12-00 .....8/18/21
J-80.15-00 .....6/28/18
J-81.10-02 .....8/18/21
J-81.12-00 .....9/3/21
J-84.05-00 .....8/30/22
J-86.10-00 .....6/28/18
J-90.10-03 .....6/28/18
J-90.20-03 .....6/28/18
J-90.21-02 .....6/28/18
J-90.50-00 .....6/28/18

K-70.20-01.....6/1/16
K-80.10-02.....9/25/20
K-80.32-00 .....8/17/21
K-80.34-00 .....8/17/21
K-80.35-01 .....9/16/20
K-80.37-01 .....9/16/20

L-5.10-01.....7/17/23
L-5.15-00.....9/19/22
L-10.10-02.....6/21/12
L-20.10-03.....7/14/15
L-30.10-02.....6/11/14
L-40.15-01.....6/16/11
L-40.20-02.....6/21/12
L-70.10-01.....5/21/08
L-70.20-01.....5/21/08

M-1.20-04 .....9/25/20
M-1.40-03 .....9/25/20
M-1.60-03 .....9/25/20
M-1.80-03 .....6/3/11
M-2.20-03 .....7/10/15
M-2.21-00 .....7/10/15
M-3.10-04 .....9/25/20
M-3.20-04 .....8/2/22
M-3.30-04 .....9/25/20
M-3.40-04 .....9/25/20
M-3.50-03 .....9/25/20
M-5.10-03 .....9/25/20
M-7.50-01 .....1/30/07
M-9.50-02 .....6/24/14
M-9.60-00 .....2/10/09
M-11.10-04 .....8/2/22
M-12.10-03 .....8/2/22
M-15.10-02 .....7/17/23
M-17.10-02 .....7/3/08
M-20.10-04 .....8/2/22
M-20.20-02 .....4/20/15
M-20.30-04 .....2/29/16
M-20.40-03 .....6/24/14
M-20.50-02 .....6/3/11
M-24.20-02 .....4/20/15
M-24.40-02 .....4/20/15
M-24.60-04 .....6/24/14
M-24.65-00 .....7/11/17
M-24.66-00 .....7/11/17
M-40.10-04 ....10/17/23
M-40.20-00 ....10/12/07
M-40.30-01 .....7/11/17
M-40.40-00 .....9/20/07
M-40.50-00 .....9/20/07
M-40.60-00 .....9/20/07
M-60.10-01 .....6/3/11
M-60.20-03 .....8/17/21
M-65.10-03 .....8/17/21
M-80.10-01 .....6/3/11
M-80.20-00 .....6/10/08
M-80.30-00 .....6/10/08

PREVAILING MINIMUM HOURLY WAGE RATES

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

Washington State Prevailing Wage

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

Journey Level Prevailing Wage Rates for the Effective Date: 3/6/2024

County	Trade	Job Classification	Wage	Holiday	Overtime	Note	*Risk Class
Cowlitz	Asbestos Abatement Workers	Journey Level	$54.85	6Z	1M		View
Cowlitz	Boilermakers	Journey Level	$74.29	5N	1C		View
Cowlitz	Brick Mason	Brick Finisher	$45.83	5A	1B		View
Cowlitz	Brick Mason	Caulker-Pointer-Cleaner	$71.24	5A	1B		View
Cowlitz	Brick Mason	Journey Level	$71.24	5A	1B		View
Cowlitz	Building Service Employees	Janitor	$16.28		1		View
Cowlitz	Building Service Employees	Shampooer	$16.28		1		View
Cowlitz	Building Service Employees	Waxer	$16.28		1		View
Cowlitz	Building Service Employees	Window Cleaner	$16.28		1		View
Cowlitz	Cabinet Makers (In Shop)	Journey Level	$16.28		1		View
Cowlitz	Carpenters	Acoustical Worker	$65.45	5A	1B		View
Cowlitz	Carpenters	Bridge & Highway Carpenter	$66.05	5A	1B		View
Cowlitz	Carpenters	Floor Layer And Floor Finishers	$65.45	5A	1B		View
Cowlitz	Carpenters	Journey Level	$65.45	5A	1B		View
Cowlitz	Carpenters	Scaffold/Shoring Erecting & Dismantling	$65.45	7E	4X	8N	View
Cowlitz	Carpenters	Stationary Power Saw	$65.45	5A	1B		View
Cowlitz	Cement Masons	Application of all Composition Mastic	$72.87	15J	4U		View
Cowlitz	Cement Masons	Application of all Epoxy Material	$72.37	15J	4U		View
Cowlitz	Cement Masons	Application of all Plastic Material	$72.87	15J	4U		View
Cowlitz	Cement Masons	Application of Sealing Compound	$72.37	15J	4U		View
Cowlitz	Cement Masons	Application of Underlayment	$72.87	15J	4U		View
Cowlitz	Cement Masons	Building General	$72.37	15J	4U		View
Cowlitz	Cement Masons	Composition or Kalman Floors	$72.87	15J	4U		View
Cowlitz	Cement Masons	Concrete Paving	$72.37	15J	4U		View
Cowlitz	Cement Masons	Curb & Gutter Machine	$72.87	15J	4U		View
Cowlitz	Cement Masons	Curb & Gutter, Sidewalks	$72.37	15J	4U		View

Cowlitz	Cement Masons	Curing Concrete	$72.37	15J	4U		View
Cowlitz	Cement Masons	Finish Colored Concrete	$72.87	15J	4U		View
Cowlitz	Cement Masons	Floor Grinding	$72.87	15J	4U		View
Cowlitz	Cement Masons	Floor Grinding/Polisher	$72.37	15J	4U		View
Cowlitz	Cement Masons	Green Concrete Saw, self-powered	$72.87	15J	4U		View
Cowlitz	Cement Masons	Grouting of all Plates	$72.37	15J	4U		View
Cowlitz	Cement Masons	Grouting of all Tilt-up Panels	$72.37	15J	4U		View
Cowlitz	Cement Masons	Gunite Nozzleman	$72.87	15J	4U		View
Cowlitz	Cement Masons	Hand Powered Grinder	$72.87	15J	4U		View
Cowlitz	Cement Masons	Journey Level	$72.37	15J	4U		View
Cowlitz	Cement Masons	Patching Concrete	$72.37	15J	4U		View
Cowlitz	Cement Masons	Pneumatic Power Tools	$72.87	15J	4U		View
Cowlitz	Cement Masons	Power Chipping & Brushing	$72.87	15J	4U		View
Cowlitz	Cement Masons	Sand Blasting Architectural Finish	$72.87	15J	4U		View
Cowlitz	Cement Masons	Screed & Rodding Machine	$72.87	15J	4U		View
Cowlitz	Cement Masons	Spackling or Skim Coat Concrete	$72.37	15J	4U		View
Cowlitz	Cement Masons	Troweling Machine Operator	$72.87	15J	4U		View
Cowlitz	Cement Masons	Troweling Machine Operator on Colored Slabs	$72.87	15J	4U		View
Cowlitz	Cement Masons	Tunnel Workers	$72.87	15J	4U		View
Cowlitz	Divers & Tenders	Bell/Vehicle/Submersible Operator (not under pressure)	$117.21	5A	1B		View
Cowlitz	Divers & Tenders	Dive Master	$85.02	5A	1B		View
Cowlitz	Divers & Tenders	Dive Supervisor	$85.02	5A	1B		View
Cowlitz	Divers & Tenders	Diver	$117.21	5A	1B	8V	View
Cowlitz	Divers & Tenders	Diver On Standby	$80.52	5A	1B		View
Cowlitz	Divers & Tenders	Diver Tender	$73.21	5A	1B		View
Cowlitz	Divers & Tenders	Manifold Operator	$73.21	5A	1B		View
Cowlitz	Divers & Tenders	Manifold Operator Mixed Gas	$77.71	5A	1B		View
Cowlitz	Divers & Tenders	Remote Operated Vehicle Operator/Technician	$73.21	5A	1B		View
Cowlitz	Divers & Tenders	Remote Operated Vehicle Tender	$68.34	5A	1B		View
Cowlitz	Dredge Workers	Assistant Engineer	$70.01	5D	1N	8D	View
Cowlitz	Dredge Workers	Assistant Mate (deckhand)	$64.65	5D	1N	8D	View
Cowlitz	Dredge Workers	Boatman (licensed)	$70.01	5D	1N	8D	View
Cowlitz	Dredge Workers	Fill Equipment Operator	$67.35	5D	1N	8D	View
Cowlitz	Dredge Workers	Fireman	$68.52	5D	1N	8D	View
Cowlitz	Dredge Workers	Leverman (hydraulic & Clamshell)	$73.17	5D	1N	8D	View
Cowlitz	Dredge Workers	Mate	$70.01	5D	1N	8D	View
Cowlitz	Dredge Workers	Oiler	$64.65	5D	1N	8D	View
Cowlitz	Dredge Workers	Tenderman (boatman Attending Dredge Plant)	$68.52	5D	1N	8D	View
Cowlitz	Dredge Workers	Welder	$70.01	5D	1N	8D	View

Cowlitz	Drywall Applicator	Journey Level	$65.45	5A	1B		View
Cowlitz	Drywall Tapers	Journey Level	$63.70	7E	1E		View
Cowlitz	Electrical Fixture Maintenance Workers	Journey Level	$25.23		1		View
Cowlitz	Electricians - Inside	Journey Level	$91.09	5A	1B		View
Cowlitz	Electricians - Inside	Journeyman, Welder	$97.32	5A	1B		View
Cowlitz	Electricians - Motor Shop	Craftsman	$16.28		1		View
Cowlitz	Electricians - Motor Shop	Journey Level	$16.28		1		View
Cowlitz	Electricians - Powerline Construction	Cable Splicer	$93.00	5A	4D		View
Cowlitz	Electricians - Powerline Construction	Certified Line Welder	$85.42	5A	4D		View
Cowlitz	Electricians - Powerline Construction	Groundperson	$55.27	5A	4D		View
Cowlitz	Electricians - Powerline Construction	Heavy Line Equipment Operator	$85.42	5A	4D		View
Cowlitz	Electricians - Powerline Construction	Journey Level Lineperson	$85.42	5A	4D		View
Cowlitz	Electricians - Powerline Construction	Line Equipment Operator	$73.35	5A	4D		View
Cowlitz	Electricians - Powerline Construction	Meter Installer	$55.27	5A	4D	8W	View
Cowlitz	Electricians - Powerline Construction	Pole Sprayer	$85.42	5A	4D		View
Cowlitz	Electricians - Powerline Construction	Powderperson	$63.50	5A	4D		View
Cowlitz	Electronic Technicians	Journey Level	$74.89	5A	1B		View
Cowlitz	Elevator Constructors	Mechanic	$111.71	5N	4A		View
Cowlitz	Elevator Constructors	Mechanic In Charge	$120.87	5N	4A		View
Cowlitz	Fabricated Precast Concrete Products	Journey Level	$16.28		1		View
Cowlitz	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	$16.28		1		View
Cowlitz	Fence Erectors	Fence Erector	$46.90	6Z	1M		View
Cowlitz	Fence Erectors	Fence Laborer	$46.90	6Z	1M		View
Cowlitz	Flaggers	Journey Level	$50.12	6Z	1M		View
Cowlitz	Glaziers	Journey Level	$73.97	7I	11K		View
Cowlitz	Heat & Frost Insulators And Asbestos Workers	Mechanic	$83.04	5N	1F		View
Cowlitz	Heating Equipment Mechanics	Journey Level	$96.42	7F	1E		View
Cowlitz	Hod Carriers & Mason Tenders	Journey Level	$58.20	5D	1B		View
Cowlitz	Industrial Power Vacuum Cleaner	Journey Level	$16.28		1		View
Cowlitz	Inland Boatmen	Boat Operator	$61.41	5B	1K		View
Cowlitz	Inland Boatmen	Cook	$56.48	5B	1K		View
Cowlitz	Inland Boatmen	Deckhand	$57.48	5B	1K		View
Cowlitz	Inland Boatmen	Deckhand Engineer	$58.81	5B	1K		View
Cowlitz	Inland Boatmen	Launch Operator	$58.89	5B	1K		View
Cowlitz	Inland Boatmen	Mate	$57.31	5B	1K		View

Cowlitz	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	$16.28		1		View
Cowlitz	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	$16.28		1		View
Cowlitz	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	$16.28		1		View
Cowlitz	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	$16.28		1		View
Cowlitz	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	$16.28		1		View
Cowlitz	Insulation Applicators	Journey Level	$65.45	5A	1B		View
Cowlitz	Ironworkers	Journey Level	$78.11	15K	11N		View
Cowlitz	Laborers	Anchor Machines	$54.85	6Z	1M		View
Cowlitz	Laborers	Application (including Pot Power Tender For Same), Applying Protective Material By Hand Or Nozzle On Utility Lines Or Storage Tanks On Project	$54.24	6Z	1M	8S	View
Cowlitz	Laborers	Asbestos Removal	$54.85	6Z	1M		View
Cowlitz	Laborers	Asphalt Plant Laborers	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Asphalt Raker	$55.36	6Z	1M		View
Cowlitz	Laborers	Asphalt Spreaders	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Ballast Regulators	$54.85	6Z	1M		View
Cowlitz	Laborers	Batch Weighman	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Bit Grinder	$54.85	6Z	1M		View
Cowlitz	Laborers	Brick Pavers (Dry)	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Broomers	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Brush (power Saw)	$54.24	6Z	1M	8S	View
Cowlitz	Laborers	Brush Burners And Cutters	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Burners	$54.24	6Z	1M	8S	View
Cowlitz	Laborers	Car And Truck Loaders	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Carpenter Tender	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Change-house Man Or Dry Shack Man	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Chipping Guns	$54.24	6Z	1M	8S	View
Cowlitz	Laborers	Choker Setters	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Choker Splicer	$54.24	6Z	1M	8S	View
Cowlitz	Laborers	Chuck Tender	$54.24	6Z	1M	8S	View
Cowlitz	Laborers	Clary Power Spreader And Similar Types	$54.24	6Z	1M	8S	View
Cowlitz	Laborers	Clean Up Laborers	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Clean-up Nozzleman-green-cutter (concrete Rock, Etc.)	$54.24	6Z	1M	8S	View
Cowlitz	Laborers	Concrete Crew, Bull Gang	$54.24	6Z	1M	8S	View
Cowlitz	Laborers	Concrete Laborers	$54.24	6Z	1M	8S	View

Cowlitz	Laborers	Concrete Nozzlemen	$55.36	6Z	1M		View
Cowlitz	Laborers	Concrete Power Buggyman	$54.24	6Z	1M	8S	View
Cowlitz	Laborers	Concrete Saw Operator	$54.85	6Z	1M		View
Cowlitz	Laborers	Concrete Saw Operator (walls)	$55.36	6Z	1M		View
Cowlitz	Laborers	Confined Space / Hole Watch	$50.12	6Z	1M		View
Cowlitz	Laborers	Crusher Feeder	$54.24	6Z	1M	8S	View
Cowlitz	Laborers	Curing, Concrete	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Demolition And Wrecking Charred Materials	$54.24	6Z	1M	8S	View
Cowlitz	Laborers	Demolition, Wrecking And Moving Laborers	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Drill Doctor	$54.85	6Z	1M		View
Cowlitz	Laborers	Drill Operators, Air Tracks, Cat Drills, Wagon Drills, Rubber-mounted Drills And Other Similar Types, Including At Crusher Plants	$55.36	6Z	1M		View
Cowlitz	Laborers	Dry Pack Machine	$54.24	6Z	1M	8S	View
Cowlitz	Laborers	Dry Stack Walls	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Dumpers, Road Oiling Crew	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Dumpmen (for Grading Crew)	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Elevator Feeders	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Erosion Control Specialist	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Final Clean-up	$50.12	6Z	1M		View
Cowlitz	Laborers	Fine Graders	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Fire Watch	$50.12	6Z	1M		View
Cowlitz	Laborers	Form Strippers (not Swinging Stages)	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	General Laborer	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Grade Checker	$55.36	6Z	1M		View
Cowlitz	Laborers	Guard Rail, Median Rail, Reference Post Guide Post, Right-of-way Marker	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Gunite Nozzleman	$55.36	6Z	1M		View
Cowlitz	Laborers	Gunite Nozzleman Tender	$54.24	6Z	1M	8S	View
Cowlitz	Laborers	Gunite Or Sand Blasting Pot Tender	$54.24	6Z	1M	8S	View
Cowlitz	Laborers	Hand Placed Sand Blasting (wet)	$54.24	6Z	1M	8S	View
Cowlitz	Laborers	Handlers Or Mixers Of All Materials Of An Irritating Nature (including Cement & Lime)	$54.24	6Z	1M	8S	View
Cowlitz	Laborers	Hazardous Waste Worker	$54.85	6Z	1M		View
Cowlitz	Laborers	High Scalers, Strippers And Drillers Covers Work In Swinging Stages, Chairs Or Belts, Under Extreme Conditions Unusual To Blasting, Barring Down, Or S	$55.36	6Z	1M		View
Cowlitz	Laborers	Jackhammer	$54.24	6Z	1M	8S	View

Cowlitz	Laborers	Laser Beam	$55.36	6Z	1M		View
Cowlitz	Laborers	Laser Beam (pipe Laying) - Applicable When Employee Assigned To Move, Set Up, Align	$55.36	6Z	1M		View
Cowlitz	Laborers	Laser Beam (tunnel) - Applicable When Employee Assigned To Move, Set Up, Align	$55.36	6Z	1M		View
Cowlitz	Laborers	Lead Abatement	$54.85	6Z	1M		View
Cowlitz	Laborers	Leverman Or Aggregate Spreaders (flaherty And Similar Types)	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Loading Spotters	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Loop Installation	$55.36	6Z	1M		View
Cowlitz	Laborers	Manhole Building	$54.85	6Z	1M		View
Cowlitz	Laborers	Material Yard Man	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Miner - Tunnel	$55.36	6Z	1M		View
Cowlitz	Laborers	Miner - Tunnel	$55.36	6Z	1M		View
Cowlitz	Laborers	Mold Remediation Or Removal	$54.85	6Z	1M		View
Cowlitz	Laborers	Multiple Tampers	$54.85	6Z	1M		View
Cowlitz	Laborers	Nippers And Timbermen	$54.85	6Z	1M		View
Cowlitz	Laborers	Nuclear Plant Worker - Lead Shield	$54.85	6Z	1M		View
Cowlitz	Laborers	Paving Breakers	$54.24	6Z	1M	8S	View
Cowlitz	Laborers	Pilot Car	$50.12	6Z	1M		View
Cowlitz	Laborers	Pipe Doping & Wrapping	$54.24	6Z	1M	8S	View
Cowlitz	Laborers	Pipe Layer All Types	$55.36	6Z	1M		View
Cowlitz	Laborers	Pittsburgh Chipper Operator Or Similar Types	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Post Hold Digger, Air, Gas Or Electric	$54.24	6Z	1M	8S	View
Cowlitz	Laborers	Pot Tender	$54.24	6Z	1M	8S	View
Cowlitz	Laborers	Powderman	$55.36	6Z	1M		View
Cowlitz	Laborers	Powderman Tender	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Power Jacks	$54.85	6Z	1M		View
Cowlitz	Laborers	Power Saw Operators (bucking & Falling)	$54.85	6Z	1M		View
Cowlitz	Laborers	Pressure Washer	$54.24	6Z	1M	8S	View
Cowlitz	Laborers	Pumpcrete Nozzleman	$55.36	6Z	1M		View
Cowlitz	Laborers	Railroad Track Laborers	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Ribbon Setter, Head	$54.24	6Z	1M	8S	View
Cowlitz	Laborers	Ribbon Setters (including Steel Forms)	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Rigger/Signal Persion	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Rip Rap Man (hand Placed)	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Rip Rap Man (head)	$54.24	6Z	1M	8S	View
Cowlitz	Laborers	Road Pump Tender	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Sand Blasting (dry)	$54.85	6Z	1M		View
Cowlitz	Laborers	Scaffold Tender	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Sewer Labor	$53.44	6Z	1M	8T	View

Cowlitz	Laborers	Sewer Timbermen	$54.85	6Z	1M		View
Cowlitz	Laborers	Signalman	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Skipman	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Slopers	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Spraymen	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Stake Chaser	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Stake-setter	$54.24	6Z	1M	8S	View
Cowlitz	Laborers	Stockpiler	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Tampers	$54.24	6Z	1M	8S	View
Cowlitz	Laborers	Tie Back Shoring	$54.24	6Z	1M	8S	View
Cowlitz	Laborers	Timber Faller And Bucker (hand Labor)	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Toolroom Man (at Job Site)	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Track Liners	$54.85	6Z	1M		View
Cowlitz	Laborers	Traffic Control Laborer	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Traffic Control Supervisor	$55.36	6Z	1M		View
Cowlitz	Laborers	Tugger Operator	$54.85	6Z	1M		View
Cowlitz	Laborers	Tunnel Bullgang (above Ground)	$55.36	6Z	1M		View
Cowlitz	Laborers	Tunnel Chuck Tenders	$55.36	6Z	1M		View
Cowlitz	Laborers	Tunnel Motorman - Dinky Locomotive	$55.36	6Z	1M		View
Cowlitz	Laborers	Tunnel Muckers, Brakemen	$55.36	6Z	1M		View
Cowlitz	Laborers	Tunnel Powderman	$55.36	6Z	1M		View
Cowlitz	Laborers	Tunnel Shield Operator	$55.36	6Z	1M		View
Cowlitz	Laborers	Vibrating Screed	$54.85	6Z	1M		View
Cowlitz	Laborers	Vibrators (all Types)	$54.85	6Z	1M		View
Cowlitz	Laborers	Water Blaster	$54.85	6Z	1M		View
Cowlitz	Laborers	Weight-man-crusher (aggregate When Used)	$53.44	6Z	1M	8T	View
Cowlitz	Laborers	Welder	$54.85	6Z	1M		View
Cowlitz	Laborers - Underground Sewer & Water	General Laborer and Topman	$55.36	6Z	1M		View
Cowlitz	Laborers - Underground Sewer & Water	Pipe Layer	$55.36	6Z	1M		View
Cowlitz	Landscape Construction	Landscape Operator	$65.93	7B	4G	8U	View
Cowlitz	Landscape Construction	Landscaping or Planting Laborer	$42.62	6Z	1M		View
Cowlitz	Landscape Maintenance	Groundskeeper	$16.28		1		View
Cowlitz	Lathers	Journey Level	$65.25	5A	1B		View
Cowlitz	Marble Setters	Journey Level	$72.24	5A	1B		View
Cowlitz	Metal Fabrication (In Shop)	Fitter	$25.33	7S	1B		View
Cowlitz	Metal Fabrication (In Shop)	Machine Operator	$25.33	7S	1B		View
Cowlitz	Metal Fabrication (In Shop)	Welder	$25.33	7S	1B		View
Cowlitz	Millwright	Journey Level	$75.38	5A	1B		View
Cowlitz	Modular Buildings	Journey Level	$16.28		1		View
Cowlitz	Painters	Bridge Painter	$56.94	7E	11L		View
Cowlitz	Painters	Commercial Painter	$48.86	7E	11L		View

Cowlitz	Painters	Industrial Painter	$50.81	7E	11L	9F	View
Cowlitz	Pile Driver	Journey Level	$66.39	5A	1B		View
Cowlitz	Plasterers	Journey Level	$63.74	5H	1E		View
Cowlitz	Playground & Park Equipment Installers	Journey Level	$16.28		1		View
Cowlitz	Plumbers & Pipefitters	Journey Level	$86.72	5A	1G		View
Cowlitz	Power Equipment Operators	Air Filtration Equipment(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Asphalt Plant (any Type) (assistant Engineer Required) (group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Asphalt, Burner & Reconditioner (any Type), (asst To Engineer If Required)(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Asphalt, Extrusion Machine Operator(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Asphalt, Paver (screed Man Required)(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Asphalt, Pugmill (any Type) (group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Asphalt, Raker(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Asphalt, Roller (any Asphalt Mix)(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Asphalt, Roto-mill, Pavement Profiler Under 8 Ft Lateral Cut(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Asphalt, Roto-mill, Pavement Profiler, 8 Ft Lateral Cut & Over(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Asphalt, Roto-mill, Pavement Profiler, Groundman(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Asphalt, Screed(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Asphalt, Truck Mounted Spreader, With Screed(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Auger Oiler(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Auto Grader Or "trimmer" (grade Checker Required) (group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Back Filling Machine (assistant To Engineer Required)(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Backhoe, Robotic, Track And Wheel Type Up To And Including 20,000 Lbs. With Any Attachments(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Band Wagons (in Conjuction With Whell Excavator)(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Bell Man (any Type Of Comunication)(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Blade Any Type(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Blade, Robotic(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Boatman(group 6)	$62.71	7B	4G	8U	View

Cowlitz	Power Equipment Operators	Boatman, Licensed(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Bobcat, Skid Steer (< 1yd) (group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Boom Type Lifting Device, 5 Ton Capacity Or Less(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Boring Machine (asst To Engineer Required)(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Broom Self-propelled, Construction Job Site(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Bulldozer Operator, 20,000 Lbs Or Less, Or 100 Horse Or Less(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Bulldozer Operator, Over 20,000 Lbs And More Than 100 Horse Up To 70,000 Lbs(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Bulldozer Over 70,000 Lbs Up To And Including 120,000 Lbs(group 3)	$70.50	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Bulldozer Over 120,000 Lbs And Above(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Bulldozer Robotic Equipment(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Cable-plow (any Type)(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Cableway 25 Ton & Over(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Cableway Up To 25 Ton(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Canal Trimmer (grade Oiler Required)(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Cat Drill (john Henry)(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Cement Pump(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Challenger(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Chip Spreading Machine(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Chippers (asst To Engineer If Required)(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Churn Drill & Earth Boring Machine(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Combination Heavy Duty Mechanic-welder, When Required To Do Both(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Compactor Self Propelled Without Blade(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Compactor With Blade Self Propelled(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Compactor, Multi-engine(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Compactor, Robotic(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Compressor (any Power) 1,250 Cu Ft And Over Total Capacity(group 5)	$65.93	7B	4G	8U	View

Cowlitz	Power Equipment Operators	Compressor Operator (any Power) Under 1,250 Cu Ft Total Capacity(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Concrete Batch Plant And/or Wet Mix (3 Units Or More) (group1)	$73.56	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Concrete Batch Plant And/or Wet Mix Operator (1 & 2 Drums)(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Concrete Batch Plant Quality Control(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Concrete Breaker (assistant To Engineer Required)(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Concrete Canal Line, Assistant To Engineer Required(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Concrete Curing Machine (riding Type)(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Concrete Diamond Head Profiler(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Concrete Paving Road Mixer(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Concrete Planer(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Concrete Saw(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Concrete, Automatic Slip Form Paver (asst To Engineer Required)(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Concrete, Combination Mixer & Compressor Operator, Gunite Work(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Concrete, Curb Machine Mechanical Berm, Curb And/or Curb And Gutter(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Concrete, Finishing Machine(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Concrete, Grout Plant(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Concrete, Grouting Machine(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Concrete, Joint Machine(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Concrete, Mixer Mobile(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Concrete, Mixer Single Drum Any Capacity(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Concrete, Paving Machine 8' And Less (asst To Engineer Required)(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Concrete, Placing Boom(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Concrete, Pump Truck(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Concrete, Pump(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Concrete, Pumpcrete Operator (any Type)(group 5)	$65.93	7B	4G	8U	View

Cowlitz	Power Equipment Operators	Concrete, Reinforced Tank Banding Machine (asst To Engineer Required)(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Concrete, Slip Form Pumps, Power Driven Hydraulic Lifting Device For Concrete Forms(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Concrete, Spreader(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Concrete, Telebelt(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Concrete, Treated Base Roller Operator, Oiling(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Conveyor Operator Or Assistant(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Conveyored Material Hauler(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Bridge Locomotive, Gantry And Overhead(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Carry Deck(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Chicago Boom & Similar Types(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Floating (derrick Barge) 30 Ton But Less Than 150 Ton (asst To Engineer Required) (group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Floating 150 Ton But Less Than 250 Ton (asst To Engineer Required) (group 1)	$73.56	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Floating 250 Ton And Over (asst To Engineer And Deckhand Required)(group 1)	$75.72	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Floating Clamshell 3 Cu. Yds. & Over (fireman Or Diesel Electric Engineer Required(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Floating Clamshell, Dragline Etc. Operator Under 3 Cu. Yds. Or Less Than 30 Ton (diesel-electric Engineer Required)(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Hydraulic 200 Ton Through 399 Ton (group 1)	$73.56	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Hydraulic 50 Ton Through 89 Ton With Luffing Or Tower Attachment(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Hydraulic 50 Ton Through 89 Tons(group 3)	$70.50	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Hydraulic 90 Ton Through 199 Ton With Luffing Or Tower Attachment (group 1)	$73.56	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Hydraulic 90 Ton Through 199 Ton(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Hydraulic Crane 200 Ton Through 300 Ton With Luffing Or Tower Attachment(group 1)	$75.72	7B	4G	8U	View

Cowlitz	Power Equipment Operators	Crane, Hydraulic Crane 400 Ton And Over(group 1)	$77.88	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Hydraulic Crane Over 300 Ton Through 399 Ton With Luffer Or Tower Attachment(group 1)	$77.88	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Hydraulic Under 50 Ton(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Lattice Boom 200 Ton Through 299 Ton, With Over 200' Boom(group 1)	$75.72	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Lattice Boom 300 Ton Through 399 Ton(group 1)	$75.72	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Lattice Boom 300 Ton Through 399 Ton, With Over 200' Boom(group 1)	$77.88	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Lattice Boom 50 Ton Through 89 Ton With 150' Boom Or Less(group 3)	$70.50	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Lattice Boom 50 Ton Through 89 Ton With Over 150' Boom	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Lattice Boom 90 Ton Through 199 Ton With 150' - 200' Boom(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Lattice Boom Under 50 Ton(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Lattice Boom, 200 Ton Through 299 Ton With 200' Boom Or Less (group 1)	$73.56	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Lattice Boom, 90 Ton Through 199 Ton With Over 200' Boom (group 1)	$73.56	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Shovel, Dragline Or Clamshell 3 Cu. Yds. But Less Than 5 Cu. Yds. (asst To Engineer Required)(group 3)	$70.50	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Tower Crane With 175' Tower Or Less And With Less Than 200' Jib(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Tower Crane With Over 175' Tower Or Over 200' Jib (group 1)	$73.56	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Tugger(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Whirley 90 Ton And Over (group 1)	$73.56	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crane, Whirley Under 90 Ton(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crusher Feederman(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crusher Oiler(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Crusher Plant(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Deckhand(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Derrick Operator Under 100 Ton (two Operators Required	$67.17	7B	4G	8U	View

		When Swing Control Is Remote From Hoist)(group 4)					
Cowlitz	Power Equipment Operators	Diesel-electric Engineer (plant Or Floating)(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Directional Drill Over 20,000 Lbs Pullback(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Drill Assistant(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Drill Cat Operator(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Drill Directional Type Less Than 20,ooo Lbs Pullback(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Drill Doctor And/or (bit Grinder)(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Drill Mud Mixer(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Drill Oscillator(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Drill, Directinal Locator(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Driller, Percussion, Diamond, Core, Cable, Rotary & Similar Type(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Elevating Grader Operator, Tractor Towed Requiring Operator Or Grader(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Elevating Loader Operator (any Type)(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Elevator To Move Personnel Or Materials(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Excavator Over 80,000 Lbs Through 130,000 Lbs(group 3)	$70.50	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Excavator Operator, Over 20,000 Lbs Through 80,000 Lbs(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Excavator Operator, Over 130,000 Lbs(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Fireman(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Floating, Crane 350 Ton And Over (asst To Engineer And Deckhand Required)(group 1)	$77.88	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Fork Lift(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Fork Lift, Over 10 Ton Or Robotic(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Generator Operator(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Grade Checker(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Grade Setter / Layout From Plans(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Grade-all(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Guardrail Machines, I.e. Punch, Auger, Etc.(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Guardrail Punch Oiler(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Hammer Operator (pile Driver) (group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Heavy Duty Repairman Assistant(group 6)	$62.71	7B	4G	8U	View

Cowlitz	Power Equipment Operators	Heavy Equipment Robotics Operator Or Mechanic(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Helicopter Hoist(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Helicopter Radioman (ground) (group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Helicopter When Used In Erecting Workcrane(group 1)	$73.56	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Hoist Operator, Single Drum(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Hoist, 2 Drums Or More(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Hoist, Stiff Leg, Guy Derrick Or Similar Type, 50 Ton And Over(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Hydraulic Backhoe Track Type Up To And Including 20,000 Lbs(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Hydraulic Backhoe Wheel Type (any Make)(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Hydraulic Pipe Press(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Hydro Axe (loader Mounted Or Similar Type)(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Hydrographic Seeder Machine Straw, Pulp Or Seed(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Hydrostatic Pump Operator(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Internal Full Slab Vibrator Operator(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Jack Operator, Elevating Barges, Barge Operator, Self-unloading (asst To Engineer Required)(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Laser Screed(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Lattice Boom Crane 400 Ton And Over(group 1)	$77.88	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Lime Spreader, Construction Job Site(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Loaders Operator, Front End & Overhead, 25,000 Lbs And Less Than 60,000 Lbs(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Loaders, 120,000 Lbs And Above(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Loaders, 60,000 Lbs And Less Than 120,000 Lbs(group 3)	$70.50	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Loaders, Rubber-tire Type, Less Than 25,000 Lbs(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Log Skidders(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Master Environmental Maintenance Mechanic(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Material Handler(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Mechanic, Heavy Duty(group 4)	$67.17	7B	4G	8U	View

Cowlitz	Power Equipment Operators	Mixer Box (c.t.b., Dry Batch, Etc.)(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Oiler(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Parts Man (tool Room)(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Pavement Grinder And Or Grooving Machine (riding Type) (group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Pile Driver Operator (not Crane Type) (asst To Engineer Required)(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Pipe Bending, Cleaning, Doping And Wrapping Machines(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Pipe, Cast In Place Pipe Laying Machine(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Plant Oiler(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Pump (any Power)(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Pump Operator, More Than 5 Pumps (any Size)(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Rail, Ballast Compactor, Regulator Or Tamper Machines(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Rail, Ballast Tamper Multi-purpose(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Rail, Brakeman, Switchman, Motorman(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Rail, Car Mover(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Rail, Clip Applicator(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Rail, High Rail Self Loader Truck(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Rail, Lo-railer(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Rail, Locomotive, 40 Ton And Over (asst To Engineer Required)(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Rail, Shuttle Car Operator(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Rail, Speedswing(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Rail, Switchman(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Rail, Tamping Machine, Mechanical, Self-propelled(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Rail, Track Liner(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Remote Controlled Earth Moving Equipment(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Rigger(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Roller Grading (not Asphalt) (group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Rubber-tired Dozers And Pushers(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Scraper All Types(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Service Oiler (greaser)(group 5)	$65.93	7B	4G	8U	View

Cowlitz	Power Equipment Operators	Shovel, Dragline, Clamshell, 5 Yards And Over(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Side-boom(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Skip Loader, Drag Box(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Stump Grinder (loader Mounted Or Similar Type)(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Surface Heater And Planer(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Sweeper Self-propelled, Construction Job Site(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Tar Pot Fireman (power Agitated) Or Not(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Tractor Rubber-tired, 50 Hp Flywheel & Under(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Tractor, Rubber-tired Over 50 Hp Flywheel(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Trenching Machine 3 Ft Depth And Deeper (asst To The Operator If Required)(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Trenching Machine Operator, Maximum Digging Capacity 3 Ft Depth(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Truck Crane Oiler-driver(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Truck, All Terrain Or Track Type(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Truck, Barrel Type(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Truck, Boom(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Truck, Off-road Trucks, Articulated And Non-articulated Trucks(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Truck, Offraod Trucks, Articulated And Non-articulated Trucks(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Truck, Vacuum(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Truck, Water(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Tub Grinder(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Tunnel Boring Machine Mechanic(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Tunnel Boring Machine(group 1)	$73.56	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Tunnel Segment Plant(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Tunnel Separation Plant(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Tunnel Shaef Loader(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Tunnel, Locomotive, Dinkey(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Tunnel, Micro Boring Tunnel Machine(group 1)	$73.56	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Tunnel, Mucking Machine(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Tunnel, Power Jumbo Setting Slip Forms, Etc.(group 5)	$65.93	7B	4G	8U	View

Cowlitz	Power Equipment Operators	Tunnel, Shield Operator(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Ultra High Pressure Water Jet Cutting Tool System Operator(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Underwater Equipment, Remote Or Otherwise(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Vacuum Blasting Machine Operator(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Water Pulls, Water Wagon(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Welder's Assistant(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Welder; Heavy Duty, Certified Or Not(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Welding Machine(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Wheel Excavation Any Size (grade Oiler Required)(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators	Wire Mat Or Brooming Machine(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Air Filtration Equipment(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Asphalt Plant (any Type) (assistant Engineer Required) (group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Asphalt, Burner & Reconditioner (any Type), (asst To Engineer If Required)(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Asphalt, Extrusion Machine Operator(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Asphalt, Paver (screed Man Required)(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Asphalt, Pugmill (any Type) (group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Asphalt, Raker(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Asphalt, Roller (any Asphalt Mix)(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Asphalt, Roto-mill, Pavement Profiler Under 8 Ft Lateral Cut(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Asphalt, Roto-mill, Pavement Profiler, 8 Ft Lateral Cut & Over(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Asphalt, Roto-mill, Pavement Profiler, Groundman(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Asphalt, Screed(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Asphalt, Truck Mounted Spreader, With Screed(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Auger Oiler(group 6)	$62.71	7B	4G	8U	View

Cowlitz	Power Equipment Operators-Underground Sewer & Water	Auto Grader Or "trimmer" (grade Checker Required) (group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Back Filling Machine (assistant To Engineer Required)(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Backhoe, Robotic, Track And Wheel Type Up To And Including 20,000 Lbs. With Any Attachments(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Band Wagons (in Conjuction With Whell Excavator)(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Bell Man (any Type Of Comunication)(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Blade Any Type(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Blade, Robotic(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Boatman(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Boatman, Licensed(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Bobcat, Skid Steer (< 1yd) (group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Boom Type Lifting Device, 5 Ton Capacity Or Less(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Boring Machine (asst To Engineer Required)(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Broom Self-propelled, Construction Job Site(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Bulldozer Operator, 20,000 Lbs Or Less, Or 100 Horse Or Less(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Bulldozer Operator, Over 20,000 Lbs And More Than 100 Horse Up To 70,000 Lbs(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Bulldozer Over 70,000 Lbs Up To And Including 120,000 Lbs(group 3)	$70.50	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Bulldozer Over 120,000 Lbs And Above(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Bulldozer Robotic Equipment(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Cable-plow (any Type)(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Cableway 25 Ton & Over(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Cableway Up To 25 Ton(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Canal Trimmer (grade Oiler Required)(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Cat Drill (john Henry)(group 4)	$67.17	7B	4G	8U	View

Cowlitz	Power Equipment Operators-Underground Sewer & Water	Cement Pump(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Challenger(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Chip Spreading Machine(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Chippers (asst To Engineer If Required)(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Churn Drill & Earth Boring Machine(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Combination Heavy Duty Mechanic-welder, When Required To Do Both(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Compactor Self Propelled Without Blade(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Compactor With Blade Self Propelled(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Compactor, Multi-engine(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Compactor, Robotic(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Compressor (any Power) 1,250 Cu Ft And Over Total Capacity(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Compressor Operator (any Power) Under 1,250 Cu Ft Total Capacity(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete Batch Plant And/or Wet Mix (3 Units Or More) (group1)	$73.56	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete Batch Plant And/or Wet Mix Operator (1 & 2 Drums)(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete Batch Plant Quality Control(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete Breaker (assistant To Engineer Required)(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete Canal Line, Assistant To Engineer Required(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete Curing Machine (riding Type)(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete Diamond Head Profiler(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete Paving Road Mixer(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete Planer(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete Saw(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Automatic Slip Form Paver (asst To Engineer Required)(group 2)	$71.65	7B	4G	8U	View

Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Combination Mixer & Compressor Operator, Gunite Work(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Curb Machine Mechanical Berm, Curb And/or Curb And Gutter(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Finishing Machine(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Grout Plant(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Grouting Machine(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Joint Machine(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Mixer Mobile(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Mixer Single Drum Any Capacity(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Paving Machine 8' And Less (asst To Engineer Required)(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Placing Boom(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Pump Truck(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Pump(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Pumpcrete Operator (any Type)(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Reinforced Tank Banding Machine (asst To Engineer Required)(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Slip Form Pumps, Power Driven Hydraulic Lifting Device For Concrete Forms(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Spreader(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Telebelt(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Concrete, Treated Base Roller Operator, Oiling(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Conveyor Operator Or Assistant(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Conveyored Material Hauler(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Bridge Locomotive, Gantry And Overhead(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Carry Deck(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Chicago Boom & Similar Types(group 4)	$67.17	7B	4G	8U	View

Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Floating (derrick Barge) 30 Ton But Less Than 150 Ton (asst To Engineer Required) (group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Floating 150 Ton But Less Than 250 Ton (asst To Engineer Required) (group 1)	$73.56	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Floating 250 Ton And Over (asst To Engineer And Deckhand Required)(group 1)	$75.72	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Floating Clamshell 3 Cu. Yds. & Over (fireman Or Diesel Electric Engineer Required(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Floating Clamshell, Dragline Etc. Operator Under 3 Cu. Yds. Or Less Than 30 Ton (diesel-electric Engineer Required)(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Hydraulic 200 Ton Through 399 Ton (group 1)	$73.56	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Hydraulic 50 Ton Through 89 Ton With Luffing Or Tower Attachment(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Hydraulic 50 Ton Through 89 Tons(group 3)	$70.50	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Hydraulic 90 Ton Through 199 Ton With Luffing Or Tower Attachment (group 1)	$73.56	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Hydraulic 90 Ton Through 199 Ton(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Hydraulic Crane 200 Ton Through 300 Ton With Luffing Or Tower Attachment(group 1)	$75.72	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Hydraulic Crane 400 Ton And Over(group 1)	$77.88	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Hydraulic Crane Over 300 Ton Through 399 Ton With Luffer Or Tower Attachment(group 1)	$77.88	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Hydraulic Under 50 Ton(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Lattice Boom 200 Ton Through 299 Ton, With Over 200' Boom(group 1)	$75.72	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Lattice Boom 300 Ton Through 399 Ton(group 1)	$75.72	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Lattice Boom 300 Ton Through 399 Ton, With Over 200' Boom(group 1)	$77.88	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Lattice Boom 50 Ton Through 89 Ton With 150' Boom Or Less(group 3)	$70.50	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Lattice Boom 50 Ton Through 89 Ton With Over 150'	$71.65	7B	4G	8U	View

		Boom					
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Lattice Boom 90 Ton Through 199 Ton With 150' - 200' Boom(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Lattice Boom Under 50 Ton(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Lattice Boom, 200 Ton Through 299 Ton With 200' Boom Or Less (group 1)	$73.56	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Lattice Boom, 90 Ton Through 199 Ton With Over 200' Boom (group 1)	$73.56	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Shovel, Dragline Or Clamshell 3 Cu. Yds. But Less Than 5 Cu. Yds. (asst To Engineer Required)(group 3)	$70.50	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Tower Crane With 175' Tower Or Less And With Less Than 200' Jib(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Tower Crane With Over 175' Tower Or Over 200' Jib (group 1)	$73.56	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Tugger(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Whirley 90 Ton And Over (group 1)	$73.56	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crane, Whirley Under 90 Ton(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crusher Feederman(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crusher Oiler(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Crusher Plant(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Deckhand(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Derrick Operator Under 100 Ton (two Operators Required When Swing Control Is Remote From Hoist)(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Diesel-electric Engineer (plant Or Floating)(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Directional Drill Over 20,000 Lbs Pullback(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Drill Assistant(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Drill Cat Operator(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Drill Directional Type Less Than 20,ooo Lbs Pullback(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Drill Doctor And/or (bit Grinder)(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Drill Mud Mixer(group 5)	$65.93	7B	4G	8U	View

Cowlitz	Power Equipment Operators-Underground Sewer & Water	Drill Oscillator(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Drill, Directinal Locator(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Driller, Percussion, Diamond, Core, Cable, Rotary & Similar Type(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Elevating Grader Operator, Tractor Towed Requiring Operator Or Grader(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Elevating Loader Operator (any Type)(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Elevator To Move Personnel Or Materials(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Excavator Over 80,000 Lbs Through 130,000 Lbs(group 3)	$70.50	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Excavator Operator, Over 20,000 Lbs Through 80,000 Lbs(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Excavator Operator, Over 130,000 Lbs(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Fireman(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Floating, Crane 350 Ton And Over (asst To Engineer And Deckhand Required)(group 1)	$77.88	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Fork Lift(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Fork Lift, Over 10 Ton Or Robotic(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Generator Operator(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Grade Checker(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Grade Setter / Layout From Plans(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Grade-all(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Guardrail Machines, I.e. Punch, Auger, Etc.(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Guardrail Punch Oiler(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Hammer Operator (pile Driver) (group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Heavy Duty Repairman Assistant(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Heavy Equipment Robotics Operator Or Mechanic(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Helicopter Hoist(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Helicopter Radioman (ground) (group 6)	$62.71	7B	4G	8U	View

Cowlitz	Power Equipment Operators-Underground Sewer & Water	Helicopter When Used In Erecting Workcrane(group 1)	$73.56	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Hoist Operator, Single Drum(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Hoist, 2 Drums Or More(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Hoist, Stiff Leg, Guy Derrick Or Similar Type, 50 Ton And Over(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Hydraulic Backhoe Track Type Up To And Including 20,000 Lbs(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Hydraulic Backhoe Wheel Type (any Make)(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Hydraulic Pipe Press(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Hydro Axe (loader Mounted Or Similar Type)(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Hydrographic Seeder Machine Straw, Pulp Or Seed(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Hydrostatic Pump Operator(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Internal Full Slab Vibrator Operator(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Jack Operator, Elevating Barges, Barge Operator, Self-unloading (asst To Engineer Required)(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Laser Screed(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Lattice Boom Crane 400 Ton And Over(group 1)	$77.88	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Lime Spreader, Construction Job Site(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Loaders Operator, Front End & Overhead, 25,000 Lbs And Less Than 60,000 Lbs(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Loaders, 120,000 Lbs And Above(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Loaders, 60,000 Lbs And Less Than 120,000 Lbs(group 3)	$70.50	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Loaders, Rubber-tire Type, Less Than 25,000 Lbs(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Log Skidders(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Master Environmental Maintenance Mechanic(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Material Handler(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Mechanic, Heavy Duty(group 4)	$67.17	7B	4G	8U	View

Cowlitz	Power Equipment Operators-Underground Sewer & Water	Mixer Box (c.t.b., Dry Batch, Etc.)(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Oiler(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Parts Man (tool Room)(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Pavement Grinder And Or Grooving Machine (riding Type) (group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Pile Driver Operator (not Crane Type) (asst To Engineer Required)(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Pipe Bending, Cleaning, Doping And Wrapping Machines(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Pipe, Cast In Place Pipe Laying Machine(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Plant Oiler(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Pump (any Power)(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Pump Operator, More Than 5 Pumps (any Size)(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Rail, Ballast Compactor, Regulator Or Tamper Machines(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Rail, Ballast Tamper Multi-purpose(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Rail, Brakeman, Switchman, Motorman(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Rail, Car Mover(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Rail, Clip Applicator(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Rail, High Rail Self Loader Truck(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Rail, Lo-railer(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Rail, Locomotive, 40 Ton And Over (asst To Engineer Required)(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Rail, Shuttle Car Operator(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Rail, Speedswing(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Rail, Switchman(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Rail, Tamping Machine, Mechanical, Self-propelled(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Rail, Track Liner(group 5)	$65.93	7B	4G	8U	View

Cowlitz	Power Equipment Operators-Underground Sewer & Water	Remote Controlled Earth Moving Equipment(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Rigger(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Roller Grading (not Asphalt) (group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Rubber-tired Dozers And Pushers(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Scraper All Types(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Service Oiler (greaser)(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Shovel, Dragline, Clamshell, 5 Yards And Over(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Side-boom(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Skip Loader, Drag Box(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Stump Grinder (loader Mounted Or Similar Type)(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Surface Heater And Planer(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Sweeper Self-propelled, Construction Job Site(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Tar Pot Fireman (power Agitated) Or Not(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Tractor Rubber-tired, 50 Hp Flywheel & Under(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Tractor, Rubber-tired Over 50 Hp Flywheel(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Trenching Machine 3 Ft Depth And Deeper (asst To The Operator If Required)(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Trenching Machine Operator, Maximum Digging Capacity 3 Ft Depth(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Truck Crane Oiler-driver(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Truck, All Terrain Or Track Type(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Truck, Barrel Type(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Truck, Boom(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Truck, Off-road Trucks, Articulated And Non-articulated Trucks(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Truck, Offraod Trucks, Articulated And Non-articulated Trucks(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Truck, Vacuum(group 5)	$65.93	7B	4G	8U	View

Cowlitz	Power Equipment Operators-Underground Sewer & Water	Truck, Water(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Tub Grinder(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Tunnel Boring Machine Mechanic(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Tunnel Boring Machine(group 1)	$73.56	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Tunnel Segment Plant(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Tunnel Separation Plant(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Tunnel Shaef Loader(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Tunnel, Locomotive, Dinkey(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Tunnel, Micro Boring Tunnel Machine(group 1)	$73.56	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Tunnel, Mucking Machine(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Tunnel, Power Jumbo Setting Slip Forms, Etc.(group 5)	$65.93	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Tunnel, Shield Operator(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Ultra High Pressure Water Jet Cutting Tool System Operator(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Underwater Equipment, Remote Or Otherwise(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Vacuum Blasting Machine Operator(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Water Pulls, Water Wagon(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Welder's Assistant(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Welder; Heavy Duty, Certified Or Not(group 4)	$67.17	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Welding Machine(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Wheel Excavation Any Size (grade Oiler Required)(group 2)	$71.65	7B	4G	8U	View
Cowlitz	Power Equipment Operators-Underground Sewer & Water	Wire Mat Or Brooming Machine(group 6)	$62.71	7B	4G	8U	View
Cowlitz	Power Line Clearance Tree Trimmers	Journey Level In Charge	$57.22	5A	4A		View
Cowlitz	Power Line Clearance Tree Trimmers	Spray Person	$54.32	5A	4A		View
Cowlitz	Power Line Clearance Tree Trimmers	Tree Equipment Operator	$57.22	5A	4A		View
Cowlitz	Power Line Clearance Tree Trimmers	Tree Trimmer	$51.18	5A	4A		View
Cowlitz	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	$38.99	5A	4A		View

Cowlitz	Refrigeration & Air Conditioning Mechanics	Journey Level	$89.21	5A	1G		View
Cowlitz	Residential Brick Mason	Journey Level	$23.02		1		View
Cowlitz	Residential Carpenters	Journey Level	$26.70		1		View
Cowlitz	Residential Cement Masons	Journey Level	$16.28		1		View
Cowlitz	Residential Drywall Applicators	Journey Level	$36.07		1		View
Cowlitz	Residential Drywall Tapers	Journey Level	$16.28		1		View
Cowlitz	Residential Electricians	Journey Level	$30.53		1		View
Cowlitz	Residential Glaziers	Journey Level	$42.76		1		View
Cowlitz	Residential Insulation Applicators	Journey Level	$28.53		1		View
Cowlitz	Residential Laborers	Journey Level	$53.44	6Z	1M	8T	View
Cowlitz	Residential Marble Setters	Journey Level	$23.02		1		View
Cowlitz	Residential Painters	Journey Level	$48.86	7E	11L		View
Cowlitz	Residential Plumbers & Pipefitters	Journey Level	$51.05		1		View
Cowlitz	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	$96.42	7F	1E		View
Cowlitz	Residential Sheet Metal Workers	Journey Level	$96.42	7F	1E		View
Cowlitz	Residential Soft Floor Layers	Journey Level	$58.78	7E	11Q		View
Cowlitz	Residential Sprinkler Fitters (Fire Protection)	Journey Level	$41.11		1		View
Cowlitz	Residential Stone Masons	Journey Level	$23.02		1		View
Cowlitz	Residential Terrazzo Workers	Journey Level	$16.28		1		View
Cowlitz	Residential Terrazzo/Tile Finishers	Journey Level	$36.64		1		View
Cowlitz	Residential Tile Setters	Journey Level	$16.28		1		View
Cowlitz	Roofers	Journey Level	$62.70	5A	3H		View
Cowlitz	Roofers	Using Irritable Bituminous Materials	$65.70	5A	3H		View
Cowlitz	Sheet Metal Workers	Journey Level (Field or Shop)	$96.42	7F	1E		View
Cowlitz	Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	$83.04	5N	1F		View
Cowlitz	Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	$83.04	5N	1F		View
Cowlitz	Sign Makers & Installers (Electrical)	Journey Level	$16.88		1		View
Cowlitz	Sign Makers & Installers (Non-Electrical)	Journey Level	$16.28		1		View
Cowlitz	Soft Floor Layers	Journey Level	$64.71	15J	4C		View
Cowlitz	Solar Controls For Windows	Journey Level	$16.28		1		View
Cowlitz	Sprinkler Fitters (Fire Protection)	Journey Level	$73.15	7J	1R		View
Cowlitz	Stage Rigging Mechanics (Non Structural)	Journey Level	$16.28		1		View
Cowlitz	Stone Masons	Journey Level	$71.24	5A	1B		View
Cowlitz	Street And Parking Lot Sweeper Workers	Journey Level	$16.28		1		View
Cowlitz	Surveyors	Chain Person	$62.71	7B	1B	9H	View
Cowlitz	Surveyors	Instrument Person	$65.93	7B	1B	9H	View

Cowlitz	Surveyors	Party Chief	$71.65	7B	1B	9H	View
Cowlitz	Telecommunication Technicians	Journey Level	$74.89	5A	1B		View
Cowlitz	Telephone Line Construction - Outside	Cable Splicer	$40.36	5A	2B		View
Cowlitz	Telephone Line Construction - Outside	Hole Digger/Ground Person	$26.92	5A	2B		View
Cowlitz	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	$33.74	5A	2B		View
Cowlitz	Telephone Line Construction - Outside	Telephone Lineperson	$38.15	5A	2B		View
Cowlitz	Terrazzo Workers	Journey Level	$61.27	5A	1B		View
Cowlitz	Tile Setters	Journey Level	$61.27	5A	1B		View
Cowlitz	Tile, Marble & Terrazzo Finishers	Finishers	$45.70	5A	1B		View
Cowlitz	Traffic Control Stripers	Journey Level	$85.52	15N	1K		View
Cowlitz	Truck Drivers	Asphalt Mix Over 10 Yards	$49.39	5A	1B		View
Cowlitz	Truck Drivers	Asphalt Mix To 10 Yards	$49.24	5A	1B		View
Cowlitz	Truck Drivers	Dump Truck	$49.24	5A	1B		View
Cowlitz	Truck Drivers	Dump Truck And Trailer	$49.39	5A	1B		View
Cowlitz	Truck Drivers	Other Trucks	$49.39	5A	1B		View
Cowlitz	Truck Drivers - Ready Mix	Transit Mix 5 cubic yards and under	$49.24	5A	1B		View
Cowlitz	Truck Drivers - Ready Mix	Transit Mix over 11 cubic yards up to 15 cubic yards	$49.85	5A	1B		View
Cowlitz	Truck Drivers - Ready Mix	Transit Mix over 5 cubic yards up to 7 cubic yards	$49.39	5A	1B		View
Cowlitz	Truck Drivers - Ready Mix	Transit Mix Over 7 cubic yards up to 11 cubic yards	$49.54	5A	1B		View
Cowlitz	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	$16.28		1		View
Cowlitz	Well Drillers & Irrigation Pump Installers	Oiler	$16.28		1		View
Cowlitz	Well Drillers & Irrigation Pump Installers	Well Driller	$17.97		1		View

Washington State Department of Labor and Industries
Policy Statement
(Regarding the Production of "Standard" or "Non-standard" Items)

Below is the department's (State L&I's) list of criteria to be used in determining whether a prefabricated item is "standard" or "non-standard". For items not appearing on WSDOT's predetermined list, these criteria shall be used by the Contractor (and the Contractor's subcontractors, agents to subcontractors, suppliers, manufacturers, and fabricators) to determine coverage under RCW 39.12. The production, in the State of Washington, of non-standard items is covered by RCW 39.12, and the production of standard items is not. The production of any item outside the State of Washington is not covered by RCW 39.12.

1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.

2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.

3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.

4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.

5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.

6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc? If yes, the work is covered under RCW 39.12.

Any firm with questions regarding the policy, WSDOT's Predetermined List, or for determinations of covered and non-covered workers shall be directed to State L&I at (360) 902-5330.

WSDOT's
Predetermined List for
Suppliers - Manufactures - Fabricator

Below is a list of potentially prefabricated items, originally furnished by WSDOT to Washington State Department of Labor and Industries, that may be considered non-standard and therefore covered by the prevailing wage law, RCW 39.12. Items marked with an X in the "YES" column should be considered to be non-standard and therefore covered by RCW 39.12. Items marked with an X in the "NO" column should be considered to be standard and therefore not covered. Of course, exceptions to this general list may occur, and in that case shall be evaluated according to the criteria described in State and L&I's policy statement.

	ITEM DESCRIPTION	YES	NO
1.	Metal rectangular frames, solid metal covers, herringbone grates, and bi-directional vaned grates for Catch Basin Types 1, 1L, 1P, and 2 and Concrete Inlets. See Std. Plans		X
2.	Metal circular frames (rings) and covers, circular grates, and prefabricated ladders for Manhole Types 1, 2, and 3, Drywell Types 1, 2, and 3 and Catch Basin Type 2. See Std. Plans		X
3.	Prefabricated steel grate supports and welded grates, metal frames and dual vaned grates, and Type 1, 2, and 3 structural tubing grates for Drop Inlets. See Std. Plans.		X
4.	Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes smaller than 60 inch diameter.		X
5.	Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes larger than 60 inch diameter.		X
6.	Corrugated Steel Pipe - Steel lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, 1 thru 5.		X
7.	Corrugated Aluminum Pipe - Aluminum lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, #5.		X

	ITEM DESCRIPTION	YES	NO
8.	Anchor Bolts & Nuts - Anchor Bolts and Nuts, for mounting sign structures, luminaries and other items, shall be made from commercial bolt stock. See Contract Plans and Std. Plans for size and material type.		X
9.	Aluminum Pedestrian Handrail - Pedestrian handrail conforming to the type and material specifications set forth in the contract plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).	X	
10.	Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.	X	
11.	Minor Structural Steel Fabrication - Fabrication of minor steel Items such as special hangers, brackets, access doors for structures, access ladders for irrigation boxes, bridge expansion joint systems, etc., involving welding, cutting, punching and/or boring of holes. See Contact Plans for item description and shop drawings.	X	
12.	Aluminum Bridge Railing Type BP - Metal bridge railing conforming to the type and material specifications set forth in the Contract Plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).		X
13.	Concrete Piling--Precast-Prestressed concrete piling for use as 55 and 70 ton concrete piling. Concrete to conform to Section 9-19.1 of Std. Spec..	X	
14.	Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs. See Std. Plans.		X
15.	Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans.		X
16.	Precast Catch Basin - Catch Basin type 1, 1L, 1P, and 2 With adjustment sections. See Std. Plans.		X

	ITEM DESCRIPTION	YES	NO
17.	Precast Concrete Inlet - with adjustment sections, See Std. Plans		X
18.	Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans.		X
19.	Precast Grate Inlet Type 2 with extension and top units. See Std. Plans		X
20.	Metal frames, vaned grates, and hoods for Combination Inlets. See Std. Plans		X
21.	Precast Concrete Utility Vaults - Precast Concrete utility vaults of various sizes. Used for in ground storage of utility facilities and controls. See Contract Plans for size and construction requirements. Shop drawings are to be provided for approval prior to casting		X
22.	Vault Risers - For use with Valve Vaults and Utilities X Vaults.		X
23.	Valve Vault - For use with underground utilities. See Contract Plans for details.		X
24.	Precast Concrete Barrier - Precast Concrete Barrier for use as new barrier or may also be used as Temporary Concrete Barrier. Only new state approved barrier may be used as permanent barrier.		X
25.	Reinforced Earth Wall Panels – Reinforced Earth Wall Panels in size and shape as shown in the Plans. Fabrication plant has annual approval for methods and materials to be used. See Shop Drawing. Fabrication at other locations may be approved, after facilities inspection, contact HQ. Lab.	X	
26.	Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in size and shape as shown in Plans. Fabrication plant has annual approval for methods and materials to be used	X	

	ITEM DESCRIPTION	YES	NO
27.	Precast Railroad Crossings - Concrete Crossing Structure Slabs.	X	
28.	12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
29.	Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A .	X	
30.	Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
31.	Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core slab for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A.	X	
32.	Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
33.	Monument Case and Cover See Std. Plan.		X

	ITEM DESCRIPTION	YES	NO
34.	Cantilever Sign Structure - Cantilever Sign Structure fabricated from steel tubing meeting AASHTO-M-183. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
35.	Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication.	X	
36.	Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-138 for Aluminum Alloys. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
37.	Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop drawings for approval are to be provided prior to fabrication		X
38.	Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.	X	
39.	Light Standards - Lighting Standards for use on highway illumination systems, poles to be fabricated to conform with methods and materials as specified on Std. Plans. See Specia Provisions for pre-approved drawings.	X	
40.	Traffic Signal Standards - Traffic Signal Standards for use on highway and/or street signal systems. Standards to be fabricated to conform with methods and material as specified on Std. Plans. See Special Provisions for pre-approved drawings	X	
41.	Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std. Plans.		X

	ITEM DESCRIPTION	YES	NO
42.	Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the sources of the following materials must be submitted and approved for reflective sheeting, legend material, and aluminum sheeting. **NOTE:** *** Fabrication inspection required. Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed	X	X
		Custom Message	Std Signing Message
43.	Cutting & bending reinforcing steel		X
44.	Guardrail components	X	X
		Custom End Sec	Standard Sec
45.	Aggregates/Concrete mixes	Covered by WAC 296-127-018	
46.	Asphalt	Covered by WAC 296-127-018	
47.	Fiber fabrics		X
48.	Electrical wiring/components		X
49.	treated or untreated timber pile		X
50.	Girder pads (elastomeric bearing)	X	
51.	Standard Dimension lumber		X
52.	Irrigation components		X

ITEM DESCRIPTION	YES	NO
53. Fencing materials		X
54. Guide Posts		X
55. Traffic Buttons		X
56. Epoxy		X
57. Cribbing		X
58. Water distribution materials		X
59. Steel "H" piles		X
60. Steel pipe for concrete pile casings		X
61. Steel pile tips, standard		X
62. Steel pile tips, custom	X	

Prefabricated items specifically produced for public works projects that are prefabricated in a county other than the county wherein the public works project is to be completed, the wage for the offsite prefabrication shall be the applicable prevailing wage for the county in which the actual prefabrication takes place.

It is the manufacturer of the prefabricated product to verify that the correct county wage rates are applied to work they perform.

See RCW 39.12.010
(The definition of "locality" in RCW 39.12.010(2) contains the phrase "wherein the physical work is being performed." The department interprets this phrase to mean the actual work site.

WSDOT's List of State Occupations not applicable to Heavy and Highway Construction Projects

This project is subject to the state hourly minimum rates for wages and fringe benefits in the contract provisions, as provided by the state Department of Labor and Industries.
The following list of occupations, is comprised of those occupations that are not normally used in the construction of heavy and highway projects.
When considering job classifications for use and / or payment when bidding on, or building heavy and highway construction projects for, or administered by WSDOT, these Occupations will be excepted from the included "Washington State Prevailing Wage Rates For Public Work Contracts" documents.

- Building Service Employees
- Electrical Fixture Maintenance Workers
- Electricians - Motor Shop
- Heating Equipment Mechanics
- Industrial Engine and Machine Mechanics
- Industrial Power Vacuum Cleaners
- Inspection, Cleaning, Sealing of Water Systems by Remote Control
- Laborers - Underground Sewer & Water
- Machinists (Hydroelectric Site Work)
- Modular Buildings
- Playground & Park Equipment Installers
- Power Equipment Operators - Underground Sewer & Water
- Residential *** ALL ASSOCIATED RATES ***
- Sign Makers and Installers (Non-Electrical)
- Sign Makers and Installers (Electrical)
- Stage Rigging Mechanics (Non Structural)

The following occupations may be used only as outlined in the preceding text concerning "WSDOT's list for Suppliers - Manufacturers - Fabricators"

- Fabricated Precast Concrete Products
- Metal Fabrication (In Shop)

Definitions for the Scope of Work for prevailing wages may be found at the Washington State Department of Labor and Industries web site and in WAC Chapter 296-127.

Washington State Department of Labor and Industries
Policy Statements
(Regarding Production and Delivery of Gravel, Concrete, Asphalt, etc.)

WAC 296-127-018 Agency filings affecting this section

Coverage and exemptions of workers involved in the production and delivery of gravel, concrete, asphalt, or similar materials.

(1) The materials covered under this section include but are not limited to: Sand, gravel, crushed rock, concrete, asphalt, or other similar materials.

(2) All workers, regardless of by whom employed, are subject to the provisions of chapter 39.12 RCW when they perform any or all of the following functions:

(a) They deliver or discharge any of the above-listed materials to a public works project site:

(i) At one or more point(s) directly upon the location where the material will be incorporated into the project; or

(ii) At multiple points at the project; or

(iii) Adjacent to the location and coordinated with the incorporation of those materials.

(b) They wait at or near a public works project site to perform any tasks subject to this section of the rule.

(c) They remove any materials from a public works construction site pursuant to contract requirements or specifications (e.g., excavated materials, materials from demolished structures, clean-up materials, etc.).

(d) They work in a materials production facility (e.g., batch plant, borrow pit, rock quarry, etc.,) which is established for a public works project for the specific, but not necessarily exclusive, purpose of supplying materials for the project.

(e) They deliver concrete to a public works site regardless of the method of incorporation.

(f) They assist or participate in the incorporation of any materials into the public works project.

(3) All travel time that relates to the work covered under subsection (2) of this section requires the payment of prevailing wages. Travel time includes time spent waiting to load, loading, transporting, waiting to unload, and delivering materials. Travel time would include all time spent in travel in support of a public works project whether the vehicle is empty or full. For example, travel time spent returning to a supply source to obtain another load of material for use on a public works site or returning to the public works site to obtain another load of excavated material is time spent in travel that is subject to prevailing wage. Travel to a supply source, including travel from a public works site, to obtain materials for use on a private project would not be travel subject to the prevailing wage.

(4) Workers are not subject to the provisions of chapter 39.12 RCW when they deliver materials to a stockpile.

(a) A "stockpile" is defined as materials delivered to a pile located away from the site of incorporation such that the stockpiled materials must be physically moved from the stockpile and transported to another location on the project site in order to be incorporated into the project.

(b) A stockpile does not include any of the functions described in subsection (2)(a) through (f) of this section; nor does a stockpile include materials delivered or distributed to multiple locations upon the project site; nor does a stockpile include materials dumped at the place of incorporation, or adjacent to the location and coordinated with the incorporation.

(5) The applicable prevailing wage rate shall be determined by the locality in which the work is performed. Workers subject to subsection (2)(d) of this section, who produce such materials at an off-site facility shall be paid the applicable prevailing wage rates for the county in which the off-site facility is located. Workers subject to subsection (2) of this section, who deliver such materials to a public works project site shall be paid the applicable prevailing wage rates for the county in which the public works project is located.

[Statutory Authority: Chapter 39.12 RCW, RCW 43.22.051 and 43.22.270. 08-24-101, § 296-127-018, filed 12/2/08, effective 1/2/09. Statutory Authority: Chapters 39.04 and 39.12 RCW and RCW 43.22.270. 92-01-104 and 92-08-101, § 296-127-018, filed 12/18/91 and 4/1/92, effective 8/31/92.]

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Overtime Codes

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

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

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

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

D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.

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

F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.

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

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

M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

1. N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.

P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.

R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.

U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.

W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.

Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.

Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

Overtime Codes Continued

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

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

   F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.

   M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.

   R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.

   U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.

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

   F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.

   H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.

   J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

   K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

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

Overtime Codes Continued

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

A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage

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

D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

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

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

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

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

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

G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.

K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.

L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.

S. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, work performed in excess of (10) hours shall be paid at one and one half (1-1/2) times the hourly rate of pay. On Monday through Friday, work performed outside the normal work hours of 6:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations).

All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

Multiple Shift Operations: When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. Special Shifts: The Special Shift Premium is the basic hourly rate of pay plus $2.00 an hour. When due to conditions beyond the control of the employer or when an owner (not acting as the contractor), a government agency or the contract specifications require more than four (4) hours of a special shift can only be performed outside the normal 6am to 6pm shift then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid the special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday).

U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. V. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established or outside the normal shift (5 am to 6pm), and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.

In the event the job is down due to weather conditions, then Saturday may, be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.

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

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

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

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

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

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

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

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

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

Overtime Codes Continued

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

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

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

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

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

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

G. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.

All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of nine (9) hours or more. When an employee returns to work without at least nine (9) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the nine (9) hours rest period.

H. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.

All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of ten (10) hours or more. When an employee returns to work without at least ten (10) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the ten (10) hours rest period.

Overtime Codes Continued

11. J. All hours worked on holidays shall be paid at double the hourly rate of wage.

K. On Monday through Friday hours worked outside 4:00 am and 5:00 pm, and the first two (2) hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked over 10 hours per day Monday through Friday, and all hours worked on Saturdays, Sundays, and Holidays worked shall be paid at double the hourly rate of wage.

L. An employee working outside 5:00 am and 5:00 pm shall receive an additional two dollar ($2.00) per hour for all hours worked that shift. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

M. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.

Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift of 5:00 am to 6:00 pm, then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shift shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten shifts.

On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay. All work performed after 6:00 pm Saturday to 5:00 am Monday, all work performed over twelve (12) hours, and all work performed on holidays shall be paid at double the straight time rate of pay.

Shift Pay Premium: In an addition to any overtime already required, all hours worked between the hours of 6:00 pm and 5:00 am shall receive an additional two dollars ($2.00) per hour.

N. All work performed over twelve hours in a shift and all work performed on Sundays and Holidays shall be paid at double the straight time rate.

Any time worked over eight (8) hours on Saturday shall be paid double the straight time rate, except employees assigned to work six 10-hour shifts per week shall be paid double the straight time rate for any time worked on Saturday over 10 hours.

O. All work performed on Saturdays, Sundays, and Holidays shall be paid at one and one half (1-1/2) times the straight time rate of pay.

Overtime Codes Continued

11. P. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.

Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift of 5:00 a.m. to 6:00 p.m., then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shifts shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten-hour shifts.

In the event the job is down due to weather conditions, then Saturday may, be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.

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

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

Q. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 35% over the hourly rate of wage. Work performed on Sundays shall be paid at double time. All hours worked on holidays shall be paid at double the hourly rate of wage.

R On Monday through Saturday hours worked outside 6:00 am and 7:00 pm, and all hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.

S. The first ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions, or other conditions beyond the control of the Employer, then Saturday may be worked at the straight time rate, for the first eight (8) hours, or the first ten (10) hours when a four day ten hour workweek has been established.

All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

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

Holiday Codes

5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).

B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).

C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).

D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).

H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).

I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).

K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).

L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).

N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).

P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.

Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).

R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).

S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).

Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).

G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).

H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).

Holiday Codes Continued

7. T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).

Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.

A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

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

I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Holiday Codes Continued

7. J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.

P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.

X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.

Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.

Holiday Codes Continued

7. Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, Christmas Eve, and Christmas Day (9). Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday. Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

15. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

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

I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

J. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

L. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

M. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.

N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

O. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, the day before Christmas day, and Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Note Codes

8. D. Workers working with supplied air on hazmat projects receive an additional $1.00 per hour.

L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: $0.75, Level B: $0.50, And Level C: $0.25.

M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: $1.00, Levels C & D: $0.50.

N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: $1.00, Level B: $0.75, Level C: $0.50, And Level D: $0.25.

S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.

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

U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: $2.00, Class B Suit: $1.50, And Class C Suit: $1.00. Workers performing underground work receive an additional $0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional $0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional $0.50 per hour.

V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.

Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - $2.00 per foot for each foot over 50 feet. Over 101' to 150' - $3.00 per foot for each foot over 101 feet. Over 151' to 220' - $4.00 per foot for each foot over 220 feet. Over 221' - $5.00 per foot for each foot over 221 feet.

Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25’ to 300’ - $1.00 per foot from entrance. 300’ to 600’ - $1.50 per foot beginning at 300’. Over 600’ - $2.00 per foot beginning at 600’.

W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.

Note Codes Continued

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

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

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

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

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

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

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

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

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

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

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

Note Codes Continued

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

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

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

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

D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

9. E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: $1.00, Level B: $0.75, Level C: $0.50, And Level D: $0.25.

F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

H. One (1) person crew shall consist of a Party Chief. (Total Station or similar one (1) person survey system). Two (2) person survey party shall consist of a least a Party Chief and a Chain Person. Three (3) person survey party shall consist of at least a Party Chief, an Instrument Person, and a Chain Person.

"General Decision Number: WA20240001 03/08/2024
Superseded General Decision Number: WA20230001
State: Washington
Construction Type: Highway
Counties: Washington Statewide.
HIGHWAY (Excludes D.O.E. Hanford Site in Benton and Franklin Counties)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024
2	02/02/2024
3	**03/08/2024**

CARP0003-006 06/01/2021

SOUTHWEST WASHINGTON: CLARK, COWLITZ, KLICKITAT, LEWIS(Piledriver only), PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to Willapa Bay to the Pacific Ocean), SKAMANIA, and WAHKIAKUM Counties.

	Rates	Fringes
Carpenters:		
CARPENTERS	$ 44.38	16.87
DIVERS TENDERS	$ 49.09	16.87
DIVERS	$ 93.09	16.87
DRYWALL	$ 44.38	16.87
MILLWRIGHTS	$ 46.89	16.87
PILEDRIVERS	$ 44.97	16.87

DEPTH PAY:
50 TO 100 FEET $1.00 PER FOOT OVER 50 FEET
101 TO 150 FEET $1.50 PER FOOT OVER 101 FEET
151 TO 200 FEET $2.00 PER FOOT OVER 151 FEET

Zone Differential (Add up Zone 1 rates):
Zone 2 - $0.85
Zone 3 - 1.25
Zone 4 - 1.70
Zone 5 - 2.00
Zone 6 - 3.00

BASEPOINTS: ASTORIA, LONGVIEW, PORTLAND, THE DALLES, AND VANCOUVER, (NOTE: All dispatches for Washington State Counties: Cowlitz, Wahkiakum and Pacific shall be from Longview Local #1707 and mileage shall be computed from that point.)

ZONE 1: Projects located within 30 miles of the respective city hall of the above mentioned cities
ZONE 2: Projects located more than 30 miles and less than 40 miles of the respective city of the above mentioned cities
ZONE 3: Projects located more than 40 miles and less than 50 miles of the respective city of the above mentioned cities
ZONE 4: Projects located more than 50 miles and less than 60 miles of the respective city of the above mentioned cities.
ZONE 5: Projects located more than 60 miles and less than 70 miles of the respective city of the above mentioned cities
ZONE 6: Projects located more than 70 miles of the respected city of the above mentioned cities

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CARP0030-004 06/01/2021

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM Counties

	Rates	Fringes
CARPENTER		
BRIDGE CARPENTERS	$ 49.18	19.01
CARPENTERS ON CREOSOTE MATERIAL	$ 47.02	19.01
CARPENTERS	$ 49.18	19.01
DIVERS TENDER	$ 54.54	19.01
DIVERS	$ 103.43	19.01
MILLWRIGHT AND MACHINE ERECTORS	$ 50.68	19.01
PILEDRIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED MATERIAL, ALL PILING	$ 49.58	19.01

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:
0 -25 radius miles Free
26-35 radius miles $1.00/hour
36-45 radius miles $1.15/hour
46-55 radius miles $1.35/hour
Over 55 radius miles $1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:
0 -25 radius miles Free
26-45 radius miles $ .70/hour
Over 45 radius miles $1.50/hour

CARP0059-002 06/01/2019

ADAMS, ASOTIN, BENTON, CHELAN (East of 120th meridian), COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT (East of 120th meridian), KITTITAS (East of 120th meridian), LINCOLN, OKANOGAN (East of 120th meridian), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, and YAKIMA (East of 120th meridian) Counties

	Rates	Fringes
CARPENTER		
GROUP 1	$ 35.47	16.88
GROUP 2	$ 47.42	18.96
GROUP 3	$ 36.66	16.88
GROUP 4	$ 36.66	16.88
GROUP 5	$ 83.96	16.88
GROUP 6	$ 40.23	16.88
GROUP 7	$ 41.23	16.88
GROUP 8	$ 37.66	16.88
GROUP 9	$ 44.23	16.88

CARPENTER & DIVER CLASSIFICATIONS:

GROUP 1: Carpenter

GROUP 2: Millwright, Machine Erector

GROUP 3: Piledriver - includes driving, pulling, cutting, placing collars, setting, welding, or creosote treated material, on all piling

GROUP 4: Bridge, Dock, and Wharf carpenters

GROUP 5: Diver Wet

GROUP 6: Diver Tender, Manifold Operator, ROV Operator

GROUP 7: Diver Standby

GROUP 8: Assistant Diver Tender, ROV Tender/Technician

GROUP 9: Manifold Operator-Mixed Gas

ZONE PAY:

ZONE 1	0-45 MILES	FREE
ZONE 2	45-100	$4.00/PER HOUR
ZONE 3	OVER 100 MILES	$6.00/PER HOUR

DISPATCH POINTS:
CARPENTERS/MILLWRIGHTS: PASCO (515 N Neel Street) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS/PILEDRIVER: SPOKANE (127 E. AUGUSTA AVE.) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: WENATCHEE (27 N. CHELAN) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: COEUR D' ALENE (1839 N. GOVERNMENT WAY) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

CARPENTERS: MOSCOW (306 N. JACKSON) or Main Post Office of established residence of employee (Whichever is closest to the worksite).

DEPTH PAY FOR DIVERS BELOW WATER SURFACE:
50-100 feet $2.00 per foot
101-150 feet $3.00 per foot
151-220 feet $4.00 per foot
221 feet and deeper $5.00 per foot

PREMIUM PAY FOR DIVING IN ENCLOSURES WITH NO VERTICAL ASCENT:
0-25 feet Free
26-300 feet $1.00 per Foot

SATURATION DIVING:
The standby rate applies until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. the diver rate shall be paid for all saturation hours.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

HAZMAT PROJECTS:

Anyone working on a HAZMAT job (task), where HAZMAT certification is required, shall be compensated at a premium, in addition to the classification working in as follows:

LEVEL D + $.25 per hour - This is the lowest level of protection. No respirator is used and skin protection is minimal.

LEVEL C + $.50 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B + $.75 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical ""splash suit"".

LEVEL A +$1.00 per hour - This level utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line.

CARP0770-003 06/01/2021

WEST OF 120TH MERIDIAN FOR THE FOLLOWING COUNTIES:
CHELAN, DOUGLAS, GRANT, KITTITAS, OKANOGAN, and YAKIMA

	Rates	Fringes
CARPENTER		
CARPENTERS ON CREOSOTE MATERIAL	$ 47.02	19.01
CARPENTERS	$ 49.18	19.01
DIVERS TENDER	$ 54.54	19.01
DIVERS	$ 103.43	19.01
MILLWRIGHT AND MACHINE ERECTORS	$ 50.68	19.01
PILEDRIVER, DRIVING, PULLING, CUTTING, PLACING COLLARS, SETTING, WELDING OR CRESOTE TREATED MATERIAL, ALL PILING	$ 49.58	19.01

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle	Olympia	Bellingham
Auburn	Bremerton	Anacortes
Renton	Shelton	Yakima
Aberdeen-Hoquiam	Tacoma	Wenatchee
Ellensburg	Everett	Port Angeles
Centralia	Mount Vernon	Sunnyside
Chelan	Pt. Townsend	

Zone Pay:	
0 -25 radius miles	Free
26-35 radius miles	$1.00/hour
36-45 radius miles	$1.15/hour
46-55 radius miles	$1.35/hour
Over 55 radius miles	$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:	
0 -25 radius miles	Free
26-45 radius miles	$ .70/hour
Over 45 radius miles	$1.50/hour

ELEC0046-001 08/07/2023

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 76.99	28.60
ELECTRICIAN	$ 69.99	28.39

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* ELEC0048-003 01/01/2024

CLARK, KLICKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 44.22	21.50
ELECTRICIAN	**$ 60.50**	**28.64**

HOURLY ZONE PAY:

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Portland, The Dalles, Hood River, Tillamook, Seaside and
Astoria

Zone Pay:
Zone 1: 31-50 miles $1.50/hour
Zone 2: 51-70 miles $3.50/hour
Zone 3: 71-90 miles $5.50/hour
Zone 4: Beyond 90 miles $9.00/hour

*These are not miles driven. Zones are based on Delorrne Street Atlas USA 2006 plus.

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* ELEC0048-029 01/01/2024

COWLITZ AND WAHKIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER	$ 44.22	21.50
ELECTRICIAN	**$ 60.50**	**28.64**

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* ELEC0073-001 08/01/2023

ADAMS, FERRY, LINCOLN, PEND OREILLE, SPOKANE, STEVENS, WHITMAN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 34.10	16.68
ELECTRICIAN	**$ 47.55**	**16.03**

*** ELEC0076-002 02/02/2024**

GRAYS HARBOR, LEWIS, MASON, PACIFIC, PIERCE, AND THURSTON COUNTIES

	Rates	**Fringes**
CABLE SPLICER	**$ 64.38**	**25.64**
ELECTRICIAN	**$ 58.53**	**25.47**

ELEC0112-005 06/01/2022

ASOTIN, BENTON, COLUMBIA, FRANKLIN, GARFIELD, KITTITAS, WALLA WALLA, YAKIMA COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 54.34	24.26
ELECTRICIAN	$ 51.75	24.18

ELEC0191-003 06/01/2022

ISLAND, SAN JUAN, SNOHOMISH, SKAGIT AND WHATCOM COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 44.23	17.73
ELECTRICIAN	$ 53.20	27.51

ELEC0191-004 06/01/2018

CHELAN, DOUGLAS, GRANT AND OKANOGAN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 40.82	17.63
ELECTRICIAN	$ 42.45	21.34

ENGI0302-003 06/01/2023

CHELAN (WEST OF THE 120TH MERIDIAN), CLALLAM, DOUGLAS (WEST OF THE 120TH MERIDIAN), GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, KITTITAS, MASON, OKANOGAN (WEST OF THE 120TH MERIDIAN), SAN JUNA, SKAGIT, SNOHOMISH, WHATCOM AND YAKIMA (WEST OF THE 120TH MERIDIAN) COUNTIES

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1A	$ 54.93	25.57
Group 1AA	$ 55.75	25.57
Group 1AAA	$ 56.54	25.57
Group 1	$ 54.13	25.57
Group 2	$ 53.42	25.57
Group 3	$ 52.83	25.57
Group 4	$ 49.40	25.57

Zone Differential (Add to Zone 1 rates):
Zone 2 (26-45 radius miles) - $1.00
Zone 3 (Over 45 radius miles) - $1.30

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Tower crane over 175 ft in height, base to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead 6 yards to, but not including 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9, HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self propelled 45 yards and over; Slipform pavers; Transporters, all truck or track type

GROUP 2 - Barrier machine (zipper); Batch Plant Operaor-Concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44 tons; Chipper; Concrete Pump-truck mount with boom attachment; Crusher; Deck Engineer/Deck Winches (power); Drilling machine; Excavator, shovel, backhoe-3yards and under; Finishing Machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Horizontal/directional drill operator; Loaders-overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics-all; Mixers-asphalt plant; Motor patrol graders-finishing; Piledriver (other than crane mount); Roto-mill,roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self propelled, hard tail end dump, articulating off-road equipment-under 45 yards; Subgrade trimmer; Tractors, backhoes-over 75 hp; Transfer material service machine-shuttle buggy, blaw knox-roadtec; Truck crane oiler/driver-100 tons and over; Truck Mount portable conveyor; Yo Yo Pay dozer

GROUP 3 - Conveyors; Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Drill oilers-auger type, truck or crane mount; Dozers-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loader-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pumps-concrete; Roller, plant mix or multi-lift materials; Saws-concrete; Scrpers-concrete and carry-all; Service engineer-equipment; Trenching machines; Truck Crane Oiler/Driver under 100 tons; Tractors, backhoe 75 hp and under

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete finish mahine-laser screed; Cranes-A frame-10 tons and under; Elevator and Manlift-permanent or shaft type; Gradechecker, Stakehop; Forklifts under 3000 lbs. with attachments; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger, mechanical; Power plant; Pumps, water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

HANDLING OF HAZARDOUS WASTE MATERIALS:

Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be elgible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing

H-2 Class ""C"" Suit - Base wage rate plus $ .25 per hour.

H-3 Class ""B"" Suit - Base wage rate plus $ .50 per hour.

H-4 Class ""A"" Suit - Base wage rate plus $ .75 per hour.

ENGI0370-002 06/01/2021

ADAMS, ASOTIN, BENTON, CHELAN (EAST OF THE 120TH MERIDIAN), COLUMBIA, DOUGLAS (EAST OF THE 120TH MERIDIAN), FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN (EAST OF THE 120TH MERIDIAN), PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA (EAST OF THE 120TH MERIDIAN) COUNTIES

ZONE 1:

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	$ 29.76	20.65
GROUP 2	$ 30.08	20.65
GROUP 3	$ 30.69	20.65
GROUP 4	$ 30.85	20.65
GROUP 5	$ 31.01	20.65
GROUP 6	$ 31.21	20.65
GROUP 7	$ 31.56	20.65
GROUP 8	$ 32.66	20.65

ZONE DIFFERENTIAL (Add to Zone 1 rate): Zone 2 - $2.00

Zone 1: Within 45 mile radius of Spokane, Pasco, Washington; Lewiston, Idaho

Zone 2: Outside 45 mile radius of Spokane, Pasco, Washington; Lewiston, Idaho

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bit Grinders; Bolt Threading Machine; Compressors (under 2000 CFM, gas, diesel, or electric power); Deck Hand; Fireman & Heater Tender; Hydro-seeder, Mulcher, Nozzleman; Oiler Driver, & Cable Tender, Mucking Machine; Pumpman; Rollers, all types on subgrade, including seal and chip coatings (farm type, Case, John Deere & similar, or Compacting Vibrator), except when pulled by Dozer with operable blade; Welding Machine; Crane Oiler-Driver (CLD required) & Cable Tender, Mucking Machine

GROUP 2: A-frame Truck (single drum); Assistant Refrigeration Plant (under 1000 ton); Assistant Plant Operator, Fireman or Pugmixer (asphalt); Bagley or Stationary Scraper; Belt Finishing Machine; Blower Operator (cement); Cement Hog; Compressor (2000 CFM or over, 2 or more, gas diesel or electric power); Concrete Saw (multiple cut); Distributor Leverman; Ditch Witch or similar; Elevator Hoisting Materials; Dope Pots (power agitated); Fork Lift or Lumber Stacker, hydra-lift & similar; Gin Trucks (pipeline); Hoist, single drum; Loaders (bucket elevators and conveyors); Longitudinal Float; Mixer (portable-concrete); Pavement Breaker, Hydra-Hammer & similar; Power Broom; Railroad Ballast Regulation Operator (self-propelled); Railroad Power Tamper Operator (self-propelled); Railroad Tamper Jack Operator (self-propelled; Spray Curing Machine (concrete); Spreader Box (self-propelled); Straddle Buggy (Ross & similar on construction job only); Tractor (Farm type R/T with attachment, except Backhoe); Tugger Operator

GROUP 3: A-frame Truck (2 or more drums); Assistant Refrigeration Plant & Chiller Operator (over 1000 ton); Backfillers (Cleveland & similar); Batch Plant & Wet Mix Operator, single unit (concrete); Belt-Crete Conveyors with power pack or similar; Belt Loader (Kocal or similar); Bending Machine; Bob Cat (Skid Steer); Boring Machine (earth); Boring Machine (rock under 8 inch bit) (Quarry Master, Joy or similar); Bump Cutter (Wayne, Saginau or similar); Canal Lining Machine (concrete); Chipper (without crane); Cleaning & Doping Machine (pipeline); Deck Engineer; Elevating Belt-type Loader (Euclid, Barber Green & similar); Elevating Grader-type Loader (Dumor, Adams or similar); Generator Plant Engineers (diesel or electric); Gunnite Combination Mixer & Compressor; Locomotive Engineer; Mixermobile; Mucking Machine; Posthole Auger or Punch; Pump (grout or jet); Soil Stabilizer (P & H or similar); Spreader Machine; Dozer/Tractor (up to D-6 or equivalent) and Traxcavator; Traverse Finish Machine; Turnhead Operator

GROUP 4: Concrete Pumps (squeeze-crete, flow-crete, pump-crete, Whitman & similar); Curb Extruder (asphalt or concrete); Drills (churn, core, calyx or diamond); Equipment Serviceman; Greaser & Oiler; Hoist (2 or more drums or Tower Hoist); Loaders (overhead & front-end, under 4 yds. R/T); Refrigeration Plant Engineer (under 1000 ton); Rubber-tired Skidders (R/T with or without attachments); Surface Heater & Plant Machine; Trenching Machines (under 7 ft. depth capacity); Turnhead (with re-screening); Vacuum Drill (reverse circulation drill under 8 inch bit)

GROUP 5: Backhoe (under 45,000 gw); Backhoe & Hoe Ram (under 3/4 yd.); Carrydeck & Boom Truck (under 25 tons); Cranes (25 tons & under), all attachments including clamshell, dragline; Derricks & Stifflegs (under 65 tons); Drilling Equipment(8 inch bit & over) (Robbins, reverse circulation & similar); Hoe Ram; Piledriving Engineers; Paving (dual drum); Railroad Track Liner Operaotr (self-propelled); Refrigeration Plant Engineer (1000 tons & over); Signalman (Whirleys, Highline Hammerheads or similar); Grade Checker

GROUP 6: Asphalt Plant Operator; Automatic Subgrader (Ditches & Trimmers)(Autograde, ABC, R.A. Hansen & similar on grade wire); Backhoe (45,000 gw and over to 110,000 gw); Backhoes & Hoe Ram (3/4 yd. to 3 yd.); Batch Plant (over 4 units); Batch & Wet Mix Operator (multiple units, 2 & incl. 4); Blade Operator (motor patrol & attachments); Cable Controller (dispatcher); Compactor (self-propelled with blade); Concrete Pump Boom Truck; Concrete Slip Form Paver; Cranes (over 25 tons, to and including 45 tons), all attachments including clamshell, dragline; Crusher, Grizzle & Screening Plant Operator; Dozer, 834 R/T & similar; Drill Doctor; Loader Operator (front-end & overhead, 4 yds. incl. 8 yds.); Multiple Dozer Units with single blade; Paving Machine (asphalt and concrete); Quad-Track or similar equipment; Rollerman (finishing asphalt pavement); Roto Mill (pavement grinder); Scrapers, all, rubber-tired; Screed Operator; Shovel(under 3 yds.); Trenching Machines (7 ft. depth & over); Tug Boat Operator Vactor guzzler, super sucker; Lime Batch Tank Operator (REcycle Train); Lime Brain Operator (Recycle Train); Mobile Crusher Operator (Recycle Train)

GROUP 7: Backhoe (over 110,000 gw); Backhoes & Hoe Ram (3 yds & over); Blade (finish & bluetop) Automatic, CMI, ABC, Finish Athey & Huber & similar when used as automatic; Cableway Operators; Concrete Cleaning/Decontamination machine operator; Cranes (over 45 tons to but not including 85 tons), all attachments including clamshell and dragine; Derricks & Stiffleys (65 tons & over); Elevating Belt (Holland type); Heavy equipment robotics operator; Loader (360 degrees revolving Koehring Scooper or similar); Loaders (overhead & front-end, over 8 yds. to 10 yds.); Rubber-tired Scrapers (multiple engine with three or more scrapers); Shovels (3 yds. & over); Whirleys & Hammerheads, ALL; H.D. Mechanic; H.D. Welder; Hydraulic Platform Trailers (Goldhofer, Shaurerly andSimilar); Ultra High Pressure Wateriet Cutting Tool System Operator (30,000 psi); Vacuum Blasting Machine Operator

GROUP 8: Cranes (85 tons and over, and all climbing, overhead,rail and tower), all attachments including clamshell, dragline; Loaders (overhead and front-end, 10 yards and over); Helicopter Pilot

BOOM PAY: (All Cranes, Including Tower)
180 ft to 250 ft $ .50 over scale
Over 250 ft $ .80 over scale

NOTE:
In computing the length of the boom on Tower Cranes, they shall be measured from the base of the Tower to the point of the boom.

HAZMAT:
Anyone working on HAZMAT jobs, working with supplied air shall receive $1.00 an hour above classification.

ENGI0612-001 06/01/2023

PIERCE County

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A	$ 56.08	25.07
GROUP 1AA	$ 56.89	25.07
GROUP 1AAA	$ 57.70	25.07
GROUP 1	$ 55.26	25.07
GROUP 2	$ 54.55	25.07
GROUP 3	$ 53.94	25.07
GROUP 4	$ 50.50	25.07

Zone Differential (Add to Zone 1 rates):
Zone 2 (26-45 radius miles) = $1.00
Zone 3 (Over 45 radius miles) - $1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes- 200 tonsto 300 tons, or 250 ft of boom (including jib with attachments; Tower crane over 175 ft in height, bas to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead, 6 yards to, but not including, 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9 HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self-propelled 45 yards and over; Slipform pavers; Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-Overhead, bridge type, 20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck engineer/deck winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Loaders, overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics- all; Mixers, asphalt plant; Motor patrol graders, finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self- propelled, hard tail end dump, articulating off-road equipment- under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and bridges whose total value is less than $1.5 million excluding mechanical, electrical, and utility portions of the contract.

2. Projects of less than $1 million where no building is involved. Surfacing and paving included, but utilities excluded.

3. Marine projects (docks, wharfs, etc.) less than $150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be elgible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class ""D"" Suit - Base wage rate plus $ .50 per hour.
H-2 Class ""C"" Suit - Base wage rate plus $1.00 per hour.
H-3 Class ""B"" Suit - Base wage rate plus $1.50 per hour.
H-4 Class ""A"" Suit - Base wage rate plus $2.00 per hour.

ENGI0612-012 06/01/2023

LEWIS, PACIFIC (portion lying north of a parallel line extending west from the northern boundary of Wahkaikum County to the sea) AND THURSTON COUNTIES

ON PROJECTS DESCRIBED IN FOOTNOTE A BELOW, THE RATE FOR EACH GROUP SHALL BE 90% OF THE BASE RATE PLUS FULL FRINGE BENEFITS. ON ALL OTHER WORK, THE FOLLOWING RATES APPLY.

Zone 1 (0-25 radius miles):

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1A	$ 54.85	25.07
GROUP 1AA	$ 55.67	25.07
GROUP 1AAA	$ 56.45	25.07
GROUP 1	$ 54.05	25.07
GROUP 2	$ 53.36	25.07
GROUP 3	$ 52.75	25.07
GROUP 4	$ 49.36	25.07

Zone Differential (Add to Zone 1 rates):
Zone 2 (26-45 radius miles) = $1.00
Zone 3 (Over 45 radius miles) - $1.30

BASEPOINTS: CENTRALIA, OLYMPIA, TACOMA

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1 AAA - Cranes-over 300 tons or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes- 200 tonsto 300 tons, or 250 ft of boom (including jib with attachments; Tower crane over 175 ft in height, bas to boom

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; Loaders-overhead, 8 yards and over; Shovels, excavator, backhoes-6 yards and over with attachments

GROUP 1 - Cableway; Cranes 45 tons thru 99 tons under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator, shovel, backhoes over 3 yards and under 6 yards; Hard tail end dump articulating off-road equipment 45 yards and over; Loader- overhead, 6 yards to, but not including, 8 yards; Mucking machine, mole, tunnel, drill and/or shield; Quad 9 HD 41, D-10; Remote control operator on rubber tired earth moving equipment; Rollagon; Scrapers-self-propelled 45 yards and over; Slipform pavers; Transporters, all track or truck type

GROUP 2 - Barrier machine (zipper); Batch Plant Operator-concrete; Bump Cutter; Cranes, 20 tons thru 44 tons with attachments; Crane-Overhead, bridge type, 20 tons through 44 tons; Chipper; Concrete pump-truck mount with boom attachment; Crusher; Deck engineer/deck winches (power); Drilling machine; Excavator, shovel, backhoe-3 yards and under; Finishing machine, Bidwell, Gamaco and similar equipment; Guardrail punch; Loaders, overhead under 6 yards; Loaders-plant feed; Locomotives-all; Mechanics- all; Mixers, asphalt plant; Motor patrol graders, finishing; Piledriver (other than crane mount); Roto-mill, roto-grinder; Screedman, spreader, topside operator-Blaw Knox, Cedar Rapids, Jaeger, Caterpillar, Barbar Green; Scraper-self- propelled, hard tail end dump, articulating off-road equipment- under 45 yards; Subgrader trimmer; Tractors, backhoe over 75 hp; Transfer material service machine-shuttle buggy, Blaw Knox- Roadtec; Truck Crane oiler/driver-100 tons and over; Truck Mount Portable Conveyor; Yo Yo pay

GROUP 3 - Conveyors; Cranes through 19 tons with attachments; Crane-A-frame over 10 tons; Drill oilers-auger type, truck or crane mount; Dozer-D-9 and under; Forklift-3000 lbs. and over with attachments; Horizontal/directional drill locator; Outside Hoists-(elevators and manlifts), air tuggers, strato tower bucket elevators; Hydralifts/boom trucks over 10 tons; Loaders-elevating type, belt; Motor patrol grader-nonfinishing; Plant oiler- asphalt, crusher; Pump-Concrete; Roller, plant mix or multi-lfit materials; Saws-concrete; Scrapers, concrete and carry all; Service engineers-equipment; Trenching machines; Truck crane oiler/driver under 100 tons; Tractors, backhoe under 75 hp

GROUP 4 - Assistant Engineer; Bobcat; Brooms; Compressor; Concrete Finish Machine-laser screed; Cranes A-frame 10 tons and under; Elevator and manlift (permanent and shaft type); Forklifts-under 3000 lbs. with attachments; Gradechecker, stakehop; Hydralifts/boom trucks, 10 tons and under; Oil distributors, blower distribution and mulch seeding operator; Pavement breaker; Posthole digger-mechanical; Power plant; Pumps-water; Rigger and Bellman; Roller-other than plant mix; Wheel Tractors, farmall type; Shotcrete/gunite equipment operator

FOOTNOTE A- Reduced rates may be paid on the following:

1. Projects involving work on structures such as buildings and bridges whose total value is less than $1.5 million excluding mechanical, electrical, and utility portions of the contract.

2. Projects of less than $1 million where no building is involved. Surfacing and paving included, but utilities excluded.

3. Marine projects (docks, wharfs, etc.) less than $150,000.

HANDLING OF HAZARDOUS WASTE MATERIALS: Personnel in all craft classifications subject to working inside a federally designated hazardous perimeter shall be elgible for compensation in accordance with the following group schedule relative to the level of hazardous waste as outlined in the specific hazardous waste project site safety plan.

H-1 Base wage rate when on a hazardous waste site when not outfitted with protective clothing, Class ""D"" Suit - Base wage rate plus $ .50 per hour.
H-2 Class ""C"" Suit - Base wage rate plus $1.00 per hour.
H-3 Class ""B"" Suit - Base wage rate plus $1.50 per hour.
H-4 Class ""A"" Suit - Base wage rate plus $2.00 per hour.

ENGI0701-002 01/01/2022

CLARK, COWLITZ, KLICKKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES

POWER RQUIPMENT OPERATORS: ZONE 1

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	$ 51.65	16.35
GROUP 1A	$ 53.81	16.35
GROUP 1B	$ 55.97	16.35
GROUP 2	$ 49.74	16.35
GROUP 3	$ 48.59	16.35
GROUP 4	$ 45.26	16.35
GROUP 5	$ 44.02	16.35
GROUP 6	$ 40.80	16.35

Zone Differential (add to Zone 1 rates):
Zone 2 - $3.00
Zone 3 - $6.00

For the following metropolitan counties: MULTNOMAH; CLACKAMAS; MARION; WASHINGTON; YAMHILL; AND COLUMBIA; CLARK; AND COWLITZ COUNTY, WASHINGTON WITH MODIFICATIONS AS INDICATED:

All jobs or projects located in Multnomah, Clackamas and Marion Counties, West of the western boundary of Mt. Hood National Forest and West of Mile Post 30 on Interstate 84 and West of Mile Post 30 on State Highway 26 and West of Mile Post 30 on Highway 22 and all jobs or projects located in Yamhill County, Washington County and Columbia County and all jobs or porjects located in Clark & Cowlitz County, Washington except that portion of Cowlitz County in the Mt. St. Helens ""Blast Zone"" shall receive Zone I pay for all classifications.

All jobs or projects located in the area outside the identified boundary above, but less than 50 miles from the Portland City Hall shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the Portland City Hall, but outside the identified border above, shall receive Zone III pay for all classifications.

For the following cities: ALBANY; BEND; COOS BAY; EUGENE; GRANTS PASS; KLAMATH FALLS; MEDFORD; ROSEBURG

All jobs or projects located within 30 miles of the respective city hall of the above mentioned cities shall receive Zone I pay for all classifications.

All jobs or projects located more than 30 miles and less than 50 miles from the respective city hall of the above mentioned cities shall receive Zone II pay for all classifications.

All jobs or projects located more than 50 miles from the respective city hall of the above mentioned cities shall receive Zone III pay for all classifications.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

Group 1
Concrete Batch Plan and or Wet mix three (3) units or more; Crane, Floating one hundred and fifty (150) ton but less than two hundred and fifty (250) ton; Crane, two hundred (200) ton through two hundred ninety nine (299) ton with two hundred foot (200') boom or less (including jib, inserts and/or attachments); Crane, ninety (90) ton through one hundred ninety nine (199) ton with over two hundred (200') boom Including jib, inserts and/or attachments); Crane, Tower Crane with one hundred seventy five foot (175') tower or less and with less than two hundred foot (200') jib; Crane, Whirley ninety (90) ton and over; Helicopter when used in erecting work

Group 1A
Crane, floating two hundred fifty (250) ton and over; Crane, two hundred (200) ton through two hundred ninety nine (299) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Crane, three hundred (300) ton through three hundred ninety nine (399) ton; Crane, Tower Crane with over one hundred seventy five foot (175') tower or over two hundred foot (200') jib; Crane, tower Crane on rail system or 2nd tower or more in work radius

Group 1B

Crane, three hundred (300) ton through three hundred ninety nine (399) ton, with over two hundred foot (200') boom (including jib, inserts and/or attachments); Floating crane, three hundred fifty (350) ton and over; Crane, four hundred (400) ton and over

Group 2

Asphalt Plant (any type); Asphalt Roto-Mill, pavement profiler eight foot (8') lateral cut and over; Auto Grader or ""Trimmer""; Blade, Robotic; Bulldozer, Robotic Equipment (any type); Bulldozer, over one hundred twenty thousand (120,000) lbs. and above; Concrete Batch Plant and/or Wet Mix one (1) and two (2) drum; Concrete Diamond Head Profiler; Canal Trimmer; Concrete, Automatic Slip Form Paver (Assistant to the Operator required); Crane, Boom Truck fifty (50) ton and with over one hundred fifty foot (150') boom and over; Crane, Floating (derrick barge) thirty (30) ton but less than one hundred fifty (150) ton; Crane, Cableway twenty-five (25) ton and over; Crane, Floating Clamshell three (3) cu. Yds. And over; Crane, ninety (90) ton through one hundred ninety nine (199) ton up to and including two hundred foot (200') of boom (including jib inserts and/or attachments); Crane, fifty (50) ton through eighty nine (89) ton with over one hundred fifty foot (150') boom (including jib inserts and/or attachments); Crane, Whirley under ninety (90) ton; Crusher Plant; Excavator over one hundred thirty thousand (130,000) lbs.; Loader one hundred twenty thousand (120,000) lbs. and above; Remote Controlled Earth Moving Equipment; Shovel, Dragline, Clamshell, five (5) cu. Yds. And over; Underwater Equipment remote or otherwise, when used in construction work; Wheel Excavator any size

Group 3

Bulldozer, over seventy thousand (70,000) lbs. up to and including one hundred twenty thousand (120,000) lbs.; Crane, Boom Truck fifty (50) ton and over with less than one hundred fifty foot (150') boom; Crane, fifty (50) ton through eighty nine (89) ton with one hundred fifty foot (150') boom or less (including jib inserts and/or attachments); Crane, Shovel, Dragline or Clamshell three (3) cu. yds. but less than five (5) cu. Yds.; Excavator over eighty thousand (80,000) lbs. through one hundred thirty thousand (130,000) lbs.; Loader sixty thousand (60,000) lbs. and less than one hundred twenty thousand (120,000) lbs.

Group 4

Asphalt, Screed; Asphalt Paver; Asphalt Roto-Mill, pavement profiler, under eight foot (8') lateral cut; Asphalt, Material Transfer Vehicle Operator; Back Filling Machine; Backhoe, Robotic, track and wheel type up to and including twenty thousand (20,000) lbs. with any attachments; Blade (any type); Boatman; Boring Machine; Bulldozer over twenty thousand (20,000) lbs. and more than one hundred (100) horse up to seventy thousand (70,000) lbs.; Cable-Plow (any type); Cableway up to twenty five (25) ton; Cat Drill (John Henry); Chippers; Compactor, multi-engine; Compactor, Robotic; Compactor with blade self-propelled; Concrete, Breaker; Concrete, Grout Plant; Concrete, Mixer Mobile; Concrete, Paving Road Mixer; Concrete, Reinforced Tank Banding Machine; Crane, Boom Truck twenty (20) ton and under fifty (50) ton; Crane, Bridge Locomotive, Gantry and Overhead; Crane, Carry Deck; Crane, Chicago Boom and similar types; Crane, Derrick Operator, under one hundred (100) ton; Crane, Floating Clamshell, Dragline, etc. Operator, under three (3) cu. yds. Or less than thirty (30) ton; Crane, under fifty (50) ton; Crane, Quick Tower under one hundred foot (100') in height and less than one hundred fifty foot (150') jib (on rail included); Diesel-Electric Engineer (Plant or Floating); Directional Drill over twenty thousand (20,000) lbs. pullback; Drill Cat Operator; Drill Doctor and/or Bit Grinder; Driller, Percussion, Diamond, Core, Cable, Rotary and similar type; Excavator Operator over twenty thousand (20,000) lbs. through eighty thousand (80,000) lbs.; Generator Operator; Grade-all; Guardrail Machines, i.e. punch, auger, etc.; Hammer Operator (Piledriver); Hoist, stiff leg, guy derrick or similar type, fifty (50) ton and over; Hoist, two (2) drums or more; Hydro Axe (loader mounted or similar type); Jack Operator, Elevating Barges, Barge Operator, self-unloading; Loader Operator, front end and overhead, twenty five thousand (25,000) lbs. and less than sixty thousand (60,000) lbs.; Log Skidders; Piledriver Operator (not crane type); Pipe, Bending, Cleaning, Doping and Wrapping Machines; Rail, Ballast Tamper Multi-Purpose; Rubber-tired Dozers and Pushers; Scraper, all types; Side-Boom; Skip Loader, Drag Box; Strump Grinder (loader mounted or similar type); Surface Heater and Planer; Tractor, rubber-tired, over fifty (50) HP Flywheel; Trenching Machine three foot (3') depth and deeper; Tub Grinder (used for wood debris); Tunnel Boring Machine Mechanic; Tunnel, Mucking Machine; Ultra High Pressure Water Jet Cutting Tool System Operator; Vacuum Blasting Machine Operator; Water pulls, Water wagons

Group 5

Asphalt, Extrusion Machine; Asphalt, Roller (any asphalt mix); Asphalt, Roto-Mill pavement profiler ground man; Bulldozer, twenty thousand (20,000) lbs. or less, or one hundred (100) horse or less; Cement Pump; Chip Spreading Machine; Churn Drill and Earth Boring Machine; Compactor, self-propelled without blade; Compressor, (any power) one thousand two hundred fifty (1,250) cu. ft. and over, total capacity; Concrete, Batch Plant Quality control; Concrete, Combination Mixer and compressor operator, gunite work; Concrete, Curb Machine, Mechanical Berm, Curb and/or Curb and Gutter; Concrete, Finishing Machine; Concrete, Grouting Machine; Concrete, Internal Full Slab Vibrator Operator; Concrete, Joint Machine; Concrete, Mixer single drum, any capacity; Concrete, Paving Machine eight foot (8') or less; Concrete, Planer; Concrete, Pump; Concrete, Pump Truck; Concrete, Pumpcrete Operator (any type); Concrete, Slip Form Pumps, power driven hydraulic lifting device for concrete forms; Conveyored Material Hauler; Crane, Boom Truck under twenty (20) tons; Crane, Boom Type lifting device, five (5) ton capacity or less; Drill, Directional type less than twenty thousand (20,000) lbs. pullback; Fork Lift, over ten (10) ton or Robotic; Helicopter Hoist; Hoist Operator, single drum; Hydraulic Backhoe track type up to and including twenty thousand (20,000) lbs.; Hydraulic Backhoe wheel type (any make); Laser Screed; Loaders, rubber-tired type, less than twenty five thousand (25,000) lbs.; Pavement Grinder and/or Grooving Machine (riding type); Pipe, cast in place Pipe Laying Machine; Pulva-Mixer or similar types; Pump Operator, more than five (5) pumps (any size); Rail, Ballast Compactor, Regulator, or Tamper machines; Service Oiler (Greaser); Sweeper Self-Propelled; Tractor, Rubber-Tired, fifty (50) HP flywheel and under; Trenching Machine Operator, maximum digging capacity three foot (3') depth; Tunnel, Locomotive, Dinkey; Tunnel, Power Jumbo setting slip forms, etc.

Group 6

Asphalt, Pugmill (any type); Asphalt, Raker; Asphalt, Truck Mounted Asphalt Spreader, with Screed; Auger Oiler; Boatman; Bobcat, skid steed (less than one (1) yard); Broom, self-propelled; Compressor Operator (any power) under 1,250 cu. ft. total capacity; Concrete Curing Machine (riding type); Concrete Saw; Conveyor Operator or Assistant; Crane, Tugger; Crusher Feederman; Crusher Oiler; Deckhand; Drill, Directional Locator; Fork Lift; Grade Checker; Guardrail Punch Oiler; Hydrographic Seeder Machine, straw, pulp or seed; Hydrostatic Pump Operator; Mixer Box (CTB, dry batch, etc.); Oiler; Plant Oiler; Pump (any power); Rail, Brakeman, Switchman, Motorman; Rail, Tamping Machine, mechanical, self-propelled; Rigger; Roller grading (not asphalt); Truck, Crane Oiler-Driver

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IRON0014-005 01/02/2023

ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND ORIELLE, SPOKANE, STEVENS, WALLA WALLA AND WHITMAN COUNTIES

	Rates	Fringes
IRONWORKER	$ 37.11	31.57

IRON0029-002 01/02/2023

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKAIKUM COUNTIES

	Rates	Fringes
IRONWORKER	$ 42.27	32.57

IRON0086-002 01/02/2023

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
IRONWORKER	$ 37.11	31.57

IRON0086-004 01/02/2023

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES

	Rates	Fringes
IRONWORKER	$ 50.90	32.57

* LABO0238-004 06/01/2023

A-1 AREA: ASOTIN, BENTON, FRANKLIN, GARFIELD, LINCOLN, SPOKANE, WALLA WALLA, & WHITMAN COUNTIES

A-2 AREA: ADAMS, COLUMBIA,DOUGLAS (East of 120th Meridian), FERRY, GRANT, OKANOGAN, PEND OREILLE, & STEVENS COUNTIES

	Rates	Fringes
LABORER (A-1)		
GROUP 1	**$ 30.88**	**15.70**
GROUP 2	**$ 33.72**	**15.70**
GROUP 3	**$ 34.03**	**15.70**
GROUP 4	**$ 34.33**	**15.70**
GROUP 5	**$ 34.64**	**15.70**
LABORER (A-2)		
GROUP 1	$ 33.88	15.60
GROUP 2	$ 36.72	15.60
GROUP 3	$ 37.03	15.60
GROUP 4	$ 37.33	15.60
GROUP 5	$ 37.64	15.60

Zone Differential (Add to Zone 1 rate): $2.00

BASE POINTS: Spokane, Pasco, Lewiston

Zone 1: 0-45 radius miles from the main post office.
Zone 2: 45 radius miles and over from the main post office.

LABORERS CLASSIFICATIONS

GROUP 1: Flagman; Landscape Laborer; Scaleman; Traffic Control Maintenance Laborer (to include erection and maintenance of barricades, signs and relief of flagperson); Window Washer/Cleaner (detail cleanup, such as, but not limited to cleaning floors, ceilings, walls, windows, etc. prior to final acceptance by the owner)

GROUP 2: Asbestos Abatement Worker; Brush Hog Feeder; Carpenter Tender; Cement Handler; Clean-up Laborer; Concrete Crewman (to include stripping of forms, hand operating jacks on slip form construction, application of concrete curing compounds, pumpcrete machine, signaling, handling the nozzle of squeezcrete or similar machine,6 inches and smaller); Confined Space Attendant; Concrete Signalman; Crusher Feeder; Demolition (to include clean-up, burning, loading, wrecking and salvage of all material); Dumpman; Fence Erector; Firewatch; Form Cleaning Machine Feeder, Stacker; General Laborer; Grout Machine Header Tender; Guard Rail (to include guard rails, guide and reference posts, sign posts, and right-of-way markers); Hazardous Waste Worker, Level D (no respirator is used and skin protection is minimal); Miner, Class ""A"" (to include

all bull gang, concrete crewman, dumpman and pumpcrete crewman, including distributing pipe, assembly & dismantle, and nipper); Nipper; Riprap Man; Sandblast Tailhoseman; Scaffold Erector (wood or steel); Stake Jumper; Structural Mover (to include separating foundation, preparation, cribbing, shoring, jacking and unloading of structures); Tailhoseman (water nozzle); Timber Bucker and Faller (by hand); Track Laborer (RR); Truck Loader; Well-Point Man; All Other Work Classifications Not Specially Listed Shall Be Classified As General Laborer

GROUP 3: Asphalt Roller, walking; Cement Finisher Tender; Concrete Saw, walking; Demolition Torch; Dope Pot Firemen, non-mechanical; Driller Tender (when required to move and position machine); Form Setter, Paving; Grade Checker using level; Hazardous Waste Worker, Level C (uses a chemical ""splash suit"" and air purifying respirator); Jackhammer Operator; Miner, Class ""B"" (to include brakeman, finisher, vibrator, form setter); Nozzleman (to include squeeze and flo-crete nozzle); Nozzleman, water, air or steam; Pavement Breaker (under 90 lbs.); Pipelayer, corrugated metal culvert; Pipelayer, multi- plate; Pot Tender; Power Buggy Operator; Power Tool Operator, gas, electric, pneumatic; Railroad Equipment, power driven, except dual mobile power spiker or puller; Railroad Power Spiker or Puller, dual mobile; Rodder and Spreader; Tamper (to include operation of Barco, Essex and similar tampers); Trencher, Shawnee; Tugger Operator; Wagon Drills; Water Pipe Liner; Wheelbarrow (power driven)

GROUP 4: Air and Hydraulic Track Drill; Aspahlt Raker;Brush Machine (to include horizontal construction joint cleanup brush machine, power propelled); Caisson Worker, free air; Chain Saw Operator and Faller; Concrete Stack (to include laborers when laborers working on free standing concrete stacks for smoke or fume control above 40 feet high); Gunite (to include operation of machine and nozzle); Hazardous Waste Worker, Level B (uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Laser Beam Operator (to include grade checker and elevation control); Miner, Class C (to include miner, nozzleman for concrete, laser beam operator and rigger on tunnels); Monitor Operator (air track or similar mounting); Mortar Mixer; Nozzleman (to include jet blasting nozzleman, over 1,200 lbs., jet blast machine power propelled, sandblast nozzle); Pavement Breaker (90 lbs. and over); Pipelayer (to include working topman, caulker, collarman, jointer, mortarman, rigger, jacker, shorer, valve or meter installer); Pipewrapper; Plasterer Tender; Vibrators (all)

GROUP 5 - Drills with Dual Masts; Hazardous Waste Worker, Level A (utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line); Miner Class ""D"", (to include raise and shaft miner, laser beam operator on riases and shafts)

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* LABO0238-006 06/01/2023

COUNTIES EAST OF THE 120TH MERIDIAN: ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND OREILLE, STEVENS, SPOKANE, WALLA WALLA, WHITMAN

	Rates	Fringes
Hod Carrier	**$ 34.97**	**15.70**

LABO0242-003 06/01/2022

KING COUNTY

	Rates	Fringes
LABORER		
GROUP 1	$ 29.82	13.80
GROUP 2A	$ 34.20	13.80
GROUP 3	$ 42.86	13.80
GROUP 4	$ 43.90	13.80
GROUP 5	$ 44.62	13.80
Group 6	$ 45.91	13.90

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $1.00
ZONE 3 - $1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2A: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

Group 6: Miner

LABO0252-010 06/01/2022

CLALLAM, GRAYS HARBOR, JEFFERSON, KITSAP, LEWIS, MASON, PACIFIC (EXCLUDING SOUTHWEST), PIERCE, AND THURSTON COUNTIES

	Rates	Fringes
LABORER		
GROUP 1	$ 29.82	13.80
GROUP 2	$ 34.20	13.80
GROUP 3	$ 42.86	13.80
GROUP 4	$ 43.90	13.80
GROUP 5	$ 44.62	13.80

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $1.00
ZONE 3 - $1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Grade Checker and Transit Person; High Scaler; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

LABO0292-008 06/01/2022

ISLAND, SAN JUAN, SKAGIT, SNOHOMISH, AND WHATCOM COUNTIES

	Rates	Fringes
LABORER		
GROUP 1	$ 29.82	13.80
GROUP 2	$ 34.20	13.80
GROUP 3	$ 42.86	13.80
GROUP 4	$ 43.90	13.80
GROUP 5	$ 44.62	13.80

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $1.00
ZONE 3 - $1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

LABO0335-001 06/01/2022

CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHKIAKUM COUNTY WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHKIAKUM COUNTIES

	Rates	Fringes
Laborers:		
ZONE 1:		
GROUP 1	$ 37.98	13.80
GROUP 2	$ 38.76	13.80
GROUP 3	$ 39.35	13.80
GROUP 4	$ 39.85	13.80
GROUP 5	$ 34.75	13.80
GROUP 6	$ 31.61	13.80
GROUP 7	$ 27.44	13.80

Zone Differential (Add to Zone 1 rates):
Zone 2 $ 0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 2.75

BASE POINTS: LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city all.
ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
ZONE 5: More than 80 miles from the respective city hall.

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Plant Laborers; Asphalt Spreaders; Batch Weighman; Broomers; Brush Burners and Cutters; Car and Truck Loaders; Carpenter Tender; Change-House Man or Dry Shack Man; Choker Setter; Clean-up Laborers; Curing, Concrete; Demolition, Wrecking and Moving Laborers; Dumpers, road oiling crew; Dumpmen (for grading crew); Elevator Feeders; Median Rail Reference Post, Guide Post, Right of Way Marker; Fine Graders; Fire Watch; Form Strippers (not swinging stages); General Laborers; Hazardous Waste Worker; Leverman or Aggregate Spreader (Flaherty and similar types); Loading Spotters; Material Yard Man (including electrical); Pittsburgh Chipper Operator or Similar Types; Railroad Track Laborers; Ribbon Setters (including steel forms); Rip Rap Man (hand placed); Road Pump Tender; Sewer Labor; Signalman; Skipman; Slopers; Spraymen; Stake Chaser; Stockpiler; Tie Back Shoring; Timber Faller and Bucker (hand labor); Toolroom Man (at job site); Tunnel Bullgang (above ground); Weight-Man- Crusher (aggregate when used)

GROUP 2: Applicator (including pot power tender for same), applying protective material by hand or nozzle on utility lines or storage tanks on project; Brush Cutters (power saw); Burners; Choker Splicer; Clary Power Spreader and similar types; Clean- up Nozzleman-Green Cutter (concrete, rock, etc.); Concrete Power Buggyman; Concrete Laborer; Crusher Feeder; Demolition and Wrecking Charred Materials; Gunite Nozzleman Tender; Gunite or Sand Blasting Pot Tender; Handlers or Mixers of all Materials of an irritating nature (including cement and lime); Tool Operators (includes but not limited to: Dry Pack Machine; Jackhammer; Chipping Guns; Paving Breakers); Pipe Doping and Wrapping; Post Hole Digger, air, gas or electric; Vibrating Screed; Tampers; Sand Blasting (Wet); Stake-Setter; Tunnel-Muckers, Brakemen, Concrete Crew, Bullgang (underground)

GROUP 3: Asbestos Removal; Bit Grinder; Drill Doctor; Drill Operators, air tracks, cat drills, wagon drills, rubber-mounted drills, and other similar types including at crusher plants; Gunite Nozzleman; High Scalers, Strippers and Drillers (covers work in swinging stages, chairs or belts, under extreme conditions unusual to normal drilling, blasting, barring-down, or sloping and stripping); Manhole Builder; Powdermen; Concrete Saw Operator; Pwdermen; Power Saw Operators (Bucking and Falling); Pumpcrete Nozzlemen; Sand Blasting (Dry); Sewer Timberman; Track Liners, Anchor Machines, Ballast Regulators, Multiple Tampers, Power Jacks, Tugger Operator; Tunnel-Chuck Tenders, Nippers and Timbermen; Vibrator; Water Blaster

GROUP 4: Asphalt Raker; Concrete Saw Operator (walls); Concrete Nozzelman; Grade Checker; Pipelayer; Laser Beam (pipelaying)-applicable when employee assigned to move, set up, align; Laser Beam; Tunnel Miners; Motorman-Dinky Locomotive-Tunnel; Powderman-Tunnel; Shield Operator-Tunnel

GROUP 5: Traffic Flaggers

GROUP 6: Fence Builders

GROUP 7: Landscaping or Planting Laborers

LABO0335-019 06/01/2022

	Rates	Fringes
Hod Carrier.....	$ 37.98	13.80

LABO0348-003 06/01/2022

CHELAN, DOUGLAS (W OF 12TH MERIDIAN), KITTITAS, AND YAKIMA COUNTIES

	Rates	Fringes
LABORER		
GROUP 1	$ 25.37	13.80
GROUP 2	$ 29.16	13.80
GROUP 3	$ 31.94	13.80
GROUP 4	$ 32.72	13.80
GROUP 5	$ 32.09	13.19

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall
ZONE 3 - More than 45 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $1.00
ZONE 3 - $1.30

BASE POINTS: CHELAN, SUNNYSIDE, WENATCHEE, AND YAKIMA

ZONE 1 - Projects within 25 radius miles of the respective city hall
ZONE 2 - More than 25 radius miles from the respective city hall

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):
ZONE 2 - $2.25

LABORERS CLASSIFICATIONS

GROUP 1: Landscaping and Planting; Watchman; Window Washer/Cleaner (detail clean-up, such as but not limited to cleaning floors, ceilings, walls, windows, etc., prior to final acceptance by the owner)

GROUP 2: Batch Weighman; Crusher Feeder; Fence Laborer; Flagman; Pilot Car

GROUP 3: General Laborer; Air, Gas, or Electric Vibrating Screed; Asbestos Abatement Laborer; Ballast Regulator Machine; Brush Cutter; Brush Hog Feeder; Burner; Carpenter Tender; Cement Finisher Tender; Change House or Dry Shack; Chipping Gun (under 30 lbs.); Choker Setter; Chuck Tender; Clean-up Laborer; Concrete Form Stripper; Curing Laborer; Demolition (wrecking and moving including charred material); Ditch Digger; Dump Person; Fine Graders; Firewatch; Form Setter; Gabian Basket Builders; Grout Machine Tender; Grinders; Guardrail Erector; Hazardous Waste Worker (Level C: uses a chemical ""splash suit"" and air purifying respirator); Maintenance Person; Material Yard Person; Pot Tender; Rip Rap Person; Riggers; Scale Person; Sloper Sprayer; Signal Person; Stock Piler; Stake Hopper; Toolroom Man (at job site); Topper-Tailer; Track Laborer; Truck Spotter; Vinyl Seamer

GROUP 4: Cement Dumper-Paving; Chipping Gun (over 30 lbs.); Clary Power Spreader; Concrete Dumper/Chute Operator; Concrete Saw Operator; Drill Operator (hydraulic, diamond, aiartrac); Faller and Bucker Chain Saw; Grade Checker and Transit Person; Groutmen (pressure) including post tension beams; Hazardous Waste Worker (Level B: uses same respirator protection as Level A. A supplied air line is provided in conjunction with a chemical ""splash suit""); High Scaler; Jackhammer; Laserbeam Operator; Manhole Builder-Mudman; Nozzleman (concrete pump, green cutter when using combination of high pressure air and water on concrete and rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster); Pavement Breaker; Pipe Layer and Caulker; Pipe Pot Tender; Pipe Reliner (not insert type); Pipe Wrapper; Power Jacks; Railroad Spike Puller-Power; Raker-Asphalt; Rivet Buster; Rodder; Sloper (over 20 ft); Spreader (concrete); Tamper and Similar electric, air and glas operated tool; Timber Person-sewer (lagger shorer and cribber); Track Liner Power; Tugger Operator; Vibrator; Well Point Laborer

GROUP 5: Caisson Worker; Miner; Mortarman and Hodcarrier; Powderman; Re-Timberman; Hazardous Waste Worker (Level A: utilizes a fully encapsulated suit with a self-contained breathing apparatus or a supplied air line).

PAIN0005-002 07/01/2022

STATEWIDE EXCEPT CLARK, COWLITZ, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
Painters:		
STRIPERS	$ 33.37	18.53

PAIN0005-004 03/01/2009

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

	Rates	Fringes
PAINTER	$ 20.82	7.44

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* PAIN0005-006 07/01/2018

ADAMS, ASOTIN; BENTON AND FRANKLIN (EXCEPT HANFORD SITE); CHELAN, COLUMBIA, DOUGLAS, FERRY, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
PAINTER		
Application of Cold Tar Products, Epoxies, Polyure thanes, Acids, Radiation Resistant Material, Water and Sandblasting	$ 30.19	11.71
Over 30'/Swing Stage Work*	$ 22.20	7.98
Brush, Roller, Striping, Steam-cleaning and Spray	$ 22.94	11.61
Lead Abatement, Asbestos Abatement	$ 21.50	7.98

*$.70 shall be paid over and above the basic wage rates listed for work on swing stages and high work of over 30 feet.

PAIN0055-003 07/01/2023

CLARK, COWLITZ, KLICKITAT, PACIFIC, SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller	$ 35.45	14.92
Spray and Sandblasting	$ 35.45	14.92

All high work over 60 ft. = base rate + $0.75

PAIN0055-006 01/01/2022

CLARK, COWLITZ, KLICKITAT, SKAMANIA and WAHKIAKUM COUNTIES

	Rates	Fringes
Painters:		
HIGHWAY & PARKING LOT		
STRIPER	$ 48.17	16.00

PLAS0072-004 06/01/2023

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT, KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN, AND YAKIMA COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
ZONE 1	$ 38.05	16.89

Zone Differential (Add to Zone 1 rate): Zone 2 - $3.00

BASE POINTS: Spokane, Pasco, Lewiston; Wenatchee
Zone 1: 0 - 45 radius miles from the main post office
Zone 2: Over 45 radius miles from the main post office

PLAS0528-001 06/01/2023

CLALLAM, COWLITZ, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC, PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON, WAHKIAKUM AND WHATCOM COUNTIES

	Rates	Fringes
CEMENT MASON		
CEMENT MASON	$ 52.10	20.27
COMPOSITION, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE	$ 52.60	20.27
TROWELING MACHINE OPERATOR ON COMPOSITION	$ 52.60	20.27

PLAS0555-002 06/01/2023

CLARK, KLICKITAT AND SKAMANIA COUNTIES

ZONE 1:

	Rates	Fringes
CEMENT MASON		
CEMENT MASONS DOING BOTH COMPOSITION/POWER MACHINERY AND SUSPENDED/HANGING SCAFFOLD	$ 45.06	19.95
CEMENT MASONS ON SUSPENDED, SWINGING AND/OR HANGING SCAFFOLD	$ 44.19	19.95
CEMENT MASONS	$ 43.33	19.95
COMPOSITION WORKERS AND POWER MACHINERY OPERATORS	$ 44.19	19.95

Zone Differential (Add To Zone 1 Rates):
Zone 2 - $0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 3.00

BASE POINTS: BEND, CORVALLIS, EUGENE, MEDFORD, PORTLAND, SALEM, THE DALLES, VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall
ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.
ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.
ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.
ZONE 5: More than 80 miles from the respective city hall

TEAM0037-002 06/01/2020

CLARK, COWLITZ, KLICKITAT, PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), SKAMANIA, AND WAHKIAKUM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE 1		
GROUP 1	$ 29.33	16.40
GROUP 2	$ 29.46	16.40
GROUP 3	$ 29.60	16.40
GROUP 4	$ 29.89	16.40
GROUP 5	$ 30.03	16.40
GROUP 6	$ 30.31	16.40
GROUP 7	$ 30.53	16.40

Zone Differential (Add to Zone 1 Rates):
Zone 2 - $0.65
Zone 3 - 1.15
Zone 4 - 1.70
Zone 5 - 2.75

BASE POINTS: ASTORIA, THE DALLES, LONGVIEW AND VANCOUVER

ZONE 1: Projects within 30 miles of the respective city hall.

ZONE 2: More than 30 miles but less than 40 miles from the respective city hall.

ZONE 3: More than 40 miles but less than 50 miles from the respective city hall.

ZONE 4: More than 50 miles but less than 80 miles from the respective city hall.

ZONE 5: More than 80 miles from the respective city hall.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: A Frame or Hydra lifrt truck w/load bearing surface; Articulated Dump Truck; Battery Rebuilders; Bus or Manhaul Driver; Concrete Buggies (power operated); Concrete Pump Truck; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations there of: up to and including 10 cu. yds.; Lift Jitneys, Fork Lifts (all sizes in loading, unloading and transporting material on job site); Loader and/or Leverman on Concrete Dry Batch Plant (manually operated); Pilot Car; Pickup Truck; Solo Flat Bed and misc. Body Trucks, 0-10 tons; Truck Tender; Truck Mechanic Tender; Water Wagons (rated capacity) up to 3,000 gallons; Transit Mix and Wet or Dry Mix - 5 cu. yds. and under; Lubrication Man, Fuel Truck Driver, Tireman, Wash Rack, Steam Cleaner or combinations; Team Driver; Slurry Truck Driver or Leverman; Tireman

GROUP 2: Boom Truck/Hydra-lift or Retracting Crane; Challenger; Dumpsters or similar equipment all sizes; Dump Trucks/Articulated Dumps 6 cu to 10 cu.; Flaherty Spreader Driver or Leverman; Lowbed Equipment, Flat Bed Semi-trailer or doubles transporting equipment or wet or dry materials; Lumber Carrier, Driver-Straddle Carrier (used in loading, unloading and transporting of materials on job site); Oil Distributor Driver or Leverman; Transit mix and wet or dry mix trcuks: over 5 cu. yds. and including 7 cu. yds.; Vacuum Trucks; Water truck/Wagons (rated capacity) over 3,000 to 5,000 gallons

GROUP 3: Ammonia Nitrate Distributor Driver; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 10 cu. yds. and including 30 cu. yds. includes Articulated Dump Trucks; Self-Propelled Street Sweeper; Transit mix and wet or dry mix truck: over 7 cu yds. and including 11 cu yds.; Truck Mechanic-Welder-Body Repairman; Utility and Clean-up Truck; Water Wagons (rated capacity) over 5,000 to 10,000 gallons

GROUP 4: Asphalt Burner; Dump Trucks, side, end and bottom cumps, including Semi-Trucks and Trains or combinations thereof: over 30 cu. yds. and including 50 cu. yds. includes Articulated Dump Trucks; Fire Guard; Transit Mix and Wet or Dry Mix Trucks, over 11 cu. yds. and including 15 cu. yds.; Water Wagon (rated capacity) over 10,000 gallons to 15,000 gallons

GROUP 5: Composite Crewman; Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 50 cu. yds. and including 60 cu. yds. includes Articulated Dump Trucks

GROUP 6: Bulk Cement Spreader w/o Auger; Dry Pre-Batch concrete Mix Trucks; Dump trucks, side, end and bottom dumps, including Semi Trucks and Trains of combinations thereof: over 60 cu. yds. and including 80 cu. yds., and includes Articulated Dump Trucks; Skid Truck

GROUP 7: Dump Trucks, side, end and bottom dumps, including Semi Trucks and Trains or combinations thereof: over 80 cu. yds. and including 100 cu. yds., includes Articulated Dump Trucks; Industrial Lift Truck (mechanical tailgate)

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* TEAM0174-001 06/01/2020

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS, MASON, PACIFIC (North of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), PIERCE, SAN JUAN, SKAGIT, SNOHOMISH, THURSTON AND WHATCOM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE A:		
GROUP 1:	$ 42.88	20.92
GROUP 2:	$ 42.04	20.92
GROUP 3:	$ 39.23	20.92
GROUP 4:	$ 34.26	20.92
GROUP 5:	$ 42.43	20.92

ZONE B (25-45 miles from center of listed cities*): Add $.70 per hour to Zone A rates.
ZONE C (over 45 miles from centr of listed cities*): Add $1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM	CENTRALIA	RAYMOND	OLYMPIA
EVERETT	SHELTON	ANACORTES	BELLEVUE
SEATTLE	PORT ANGELES	MT. VERNON	KENT
TACOMA	PORT TOWNSEND	ABERDEEN	BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - ""A-frame or Hydralift"" trucks and Boom trucks or similar equipment when ""A"" frame or ""Hydralift"" and Boom truck or similar equipment is used; Buggymobile; Bulk Cement Tanker; Dumpsters and similar equipment, Tournorockers, Tournowagon, Tournotrailer, Cat DW series, Terra Cobra, Le Tourneau, Westinghouse, Athye Wagon, Euclid Two and Four-Wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump Trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with 16 yards to 30 yards capacity: Over 30 yards $.15 per hour additional for each 10 yard increment; Explosive Truck (field mix) and similar equipment; Hyster Operators (handling bulk loose aggregates); Lowbed and Heavy Duty Trailer; Road Oil Distributor Driver; Spreader, Flaherty Transit mix used exclusively in heavy construction; Water Wagon and Tank Truck-3,000 gallons and over capacity

GROUP 2 - Bulllifts, or similar equipment used in loading or unloading trucks, transporting materials on job site; Dumpsters, and similar equipment, Tournorockers, Tournowagon, Turnotrailer, Cat. D.W. Series, Terra Cobra, Le Tourneau, Westinghouse, Athye wagon, Euclid two and four-wheeled power tractor with trailer and similar top-loaded equipment transporting material: Dump trucks, side, end and bottom dump, including semi-trucks and trains or combinations thereof with less than 16 yards capacity; Flatbed (Dual Rear Axle); Grease Truck, Fuel Truck, Greaser, Battery Service Man and/or Tire Service Man; Leverman and loader at bunkers and batch plants; Oil tank transport; Scissor truck; Slurry Truck; Sno-Go and similar equipment; Swampers; Straddler Carrier (Ross, Hyster) and similar equipment; Team Driver; Tractor (small, rubber-tired)(when used within Teamster jurisdiction); Vacuum truck; Water Wagon and Tank trucks-less than 3,000 gallons capacity; Winch Truck; Wrecker, Tow truck and similar equipment

GROUP 3 - Flatbed (single rear axle); Pickup Sweeper; Pickup Truck. (Adjust Group 3 upward by $2.00 per hour for onsite work only)

GROUP 4 - Escort or Pilot Car

GROUP 5 - Mechanic

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:
LEVEL C: +$.25 per hour - This level uses an air purifying respirator or additional protective clothing.
LEVEL B: +$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical ""splash suit.""
LEVEL A: +$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

TEAM0690-004 01/01/2019

ADAMS, ASOTIN, BENTON, CHELAN, COLUMBIA, DOUGLAS, FERRY, FRANKLIN, GARFIELD, GRANT KITTITAS, LINCOLN, OKANOGAN, PEND OREILLE, SPOKANE, STEVENS, WALLA WALLA, WHITMAN AND YAKIMA COUNTIES

	Rates	Fringes
Truck drivers: (AREA 1: SPOKANE ZONE CENTER: Adams, Chelan, Douglas, Ferry, Grant, Kittitas, Lincoln, Okanogan, Pen Oreille, Spokane, Stevens, and Whitman Counties		
AREA 1: LEWISTON ZONE CENTER: Asotin, Columbia, and Garfield Counties		
AREA 2: PASCO ZONE CENTER: Benton, Franklin, Walla Walla and Yakima Counties)		
AREA 1:		
GROUP 1	$ 23.91	17.40
GROUP 2	$ 26.18	17.40
GROUP 3	$ 26.68	17.40
GROUP 4	$ 27.01	17.40
GROUP 5	$ 27.12	17.40
GROUP 6	$ 27.29	17.40
GROUP 7	$ 27.82	17.40
GROUP 8	$ 28.18	17.40
AREA 2:		
GROUP 1	$ 26.05	17.40
GROUP 2	$ 28.69	17.40
GROUP 3	$ 28.80	17.40
GROUP 4	$ 29.13	17.40
GROUP 5	$ 29.24	17.40
GROUP 6	$ 29.24	17.40
GROUP 7	$ 29.78	17.40
GROUP 8	$ 30.10	17.40

Zone Differential (Add to Zone 1 rate: Zone 1 + $2.00)

BASE POINTS: Spokane, Pasco, Lewiston
Zone 1: 0-45 radius miles from the main post office.
Zone 2: Outside 45 radius miles from the main post office

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Escort Driver or Pilot Car; Employee Haul; Power Boat Hauling Employees or Material

GROUP 2: Fish Truck; Flat Bed Truck; Fork Lift (3000 lbs. and under); Leverperson (loading trucks at bunkers); Trailer Mounted Hydro Seeder and Mulcher; Seeder & Mulcher; Stationary Fuel Operator; Tractor (small, rubber-tired, pulling trailer or similar equipment)

GROUP 3: Auto Crane (2000 lbs. capacity); Buggy Mobile & Similar; Bulk Cement Tanks & Spreader; Dumptor (6 yds. & under); Flat Bed Truck with Hydraullic System; Fork Lift (3001-16,000 lbs.); Fuel Truck Driver, Steamcleaner & Washer; Power Operated Sweeper; Rubber-tired Tunnel Jumbo; Scissors Truck; Slurry Truck Driver; Straddle Carrier (Ross, Hyster, & similar); Tireperson; Transit Mixers & Truck Hauling Concrete (3 yd. to & including 6 yds.); Trucks, side, end, bottom & articulated end dump (3 yards to and including 6 yds.); Warehouseperson (to include shipping & receiving); Wrecker & Tow Truck

GROUP 4: A-Frame; Burner, Cutter, & Welder; Service Greaser; Trucks, side, end, bottom & articulated end dump (over 6 yards to and including 12 yds.); Truck Mounted Hydro Seeder; Warehouseperson; Water Tank truck (0-8,000 gallons)

GROUP 5: Dumptor (over 6 yds.); Lowboy (50 tons & under); Self- loading Roll Off; Semi-Truck & Trailer; Tractor with Steer Trailer; Transit Mixers and Trucks Hauling Concrete (over 6 yds. to and including 10 yds.); Trucks, side, end, bottom and end dump (over 12 yds. to & including 20 yds.); Truck-Mounted Crane (with load bearing surface either mounted or pulled, up to 14 ton); Vacuum Truck (super sucker, guzzler, etc.)

GROUP 6: Flaherty Spreader Box Driver; Flowboys; Fork Lift (over 16,000 lbs.); Dumps (Semi-end); Mechanic (Field); Semi- end Dumps; Transfer Truck & Trailer; Transit Mixers & Trucks Hauling Concrete (over 10 yds. to & including 20 yds.); Trucks, side, end, bottom and articulated end dump (over 20 yds. to & including 40 yds.); Truck and Pup; Tournarocker, DWs & similar with 2 or more 4 wheel-power tractor with trailer, gallonage or yardage scale, whichever is greater Water Tank Truck (8,001- 14,000 gallons); Lowboy(over 50 tons)

GROUP 7: Oil Distributor Driver; Stringer Truck (cable oeprated trailer); Transit Mixers & Trucks Hauling Concrete (over 20 yds.); Truck, side, end, bottom end dump (over 40 yds. to & including 100 yds.); Truck Mounted Crane (with load bearing surface either mounted or pulled (16 through 25 tons);

GROUP 8: Prime Movers and Stinger Truck; Trucks, side, end, bottom and articulated end dump (over 100 yds.); Helicopter Pilot Hauling Employees or Materials

Footnote A - Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in additon to the classification working in as follows:

LEVEL C-D: - $.50 PER HOUR (This is the lowest level of protection. This level may use an air purifying respirator or additional protective clothing.

LEVEL A-B: - $1.00 PER HOUR (Uses supplied air is conjunction with a chemical spash suit or fully encapsulated suit with a self-contained breathing apparatus.

Employees shall be paid Hazmat pay in increments of four(4) and eight(8) hours.

NOTE:
Trucks Pulling Equipment Trailers: shall receive $.15/hour over applicable truck rate

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

APPENDICES

The following appendices are hereby provided and are made a part of the Contract Documents. The Contractor shall perform all work in accordance with the plans and specifications subject to the requirements and conditions contained within the Appendices.

Appendix A – Plans
Appendix B – Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273)
Appendix C – HPA from Washington State Department of Fish and Wildlife
Appendix D – Nationwide Permit 27 from US Army Corps of Engineers
Appendix E – Geotechnical Report
Appendix F – Applicable Standard Plans

APPENDIX A

Plans

APPENDIX B

Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273)

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant 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 participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(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, 2 CFR 180.800;

(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 (a)(2) of this certification, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

APPENDIX C

HPA from Washington State Department of Fish and Wildlife

HYDRAULIC PROJECT APPROVAL

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: July 26, 2023
Project End Date: July 25, 2028

Permit Number: 2023-5-61+01
FPA/Public Notice Number: N/A
Application ID: 31962

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
Cowlitz County Department of Public Works	WSP USA
ATTENTION: Roger Maurer	ATTENTION: Dustin Day
1600 13th Avenue South	210 E 13th St, Ste 300
Kelso, WA 98626	Vancouver, WA 98660-3231

Project Name: Erick Creek Fish Passage Project

Project Description: The project will replace the existing undersized culvert with a fish passable structure within the project corridor. The County is proposing to replace the existing culvert with a 48-foot 4-inch long, 28-foot inside span, open-bottomed arch culvert.
The project has these major components:
— Removing an existing undersized culvert on Erick Creek and replacing it with a new open-bottom, metal plate-arch culvert.
— Constructing new streambed upstream, within, and downstream of the culvert.
— Installing native plantings and seed mixes to restore areas temporarily disturbed during construction.

PROVISIONS

TIMING - PLANS - INVASIVE SPECIES CONTROL

1. TIMING LIMITATION: Work below the ordinary high water line, including the installation and removal of the temporary stream bypass and road detour, can occur between July 16 and September 30.

2. RE-VEGETATION: You must complete re-vegetation by no later than one year after project completion, and you must monitor the success of the re-vegetation for three years.

3. 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 "Eric Creek Fish Passage Project" (APP ID 31962), dated June 13, 2023, as amended by the "ESA Erick Creek Culvert Final Design Report" received 7/20/2023, the "Erick Creek Final Design ESA Construction Plans 072023" received 7/20/2023, and this Hydraulic Project Approval. You must have a copy of these plans and this HPA available on site during all phases of the project construction.

4. 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.

NOTIFICATION REQUIREMENTS

5. NOTIFICATION: You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at HPAapplications@dfw.wa.gov; mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least three business days before starting work. The notification must include the permittee's name, project

location, starting date, and the Hydraulic Project Approval permit number.

6. 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.

STAGING, JOB SITE ACCESS, AND EQUIPMENT

7. 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.

8. Limit the removal of native bankline vegetation to the minimum amount needed to construct the project.

9. Retain all natural habitat features on the bed or banks including large woody material and boulders. You may move these natural habitat features during construction but you must place them near the preproject location before leaving the job site.

10. 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 of a flowing section of stream. Equipment may enter and operate waterward of the ordinary high water line while the work area is isolated and dewatered, and fish have been removed.

11. Remove soil or debris from the drive mechanisms (wheels, tires, tracks, etc.) and undercarriage of equipment prior to operating the equipment waterward of the ordinary high water line.

12. If wet or muddy conditions exist, in or near a riparian zone or wetland area, use equipment that reduces ground pressure.

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.

15. Equipment must cross the creek in the most direct route and in a manner that does the least damage to the bed, streambank and streambank vegetation. If needed, you must place planks, matting or other suitable clean temporary material on the bank when driving equipment into and out of the channel to prevent damage.

CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT

16. Work in the dry watercourse (when no natural flow is occurring in the channel, or when flow is diverted around the job site).

17. Protect all disturbed areas from erosion. Maintain erosion and sediment control until all work and cleanup of the job site is complete.

18. All erosion control materials that will remain onsite must be composed of 100% biodegradable materials.

19. Straw used for erosion and sediment control, must be certified free of noxious weeds and their seeds.

20. 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.

21. 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.

22. 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.

23. 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.

24. Deposit all trash from the project at an appropriate upland disposal location.

CONSTRUCTION MATERIALS

25. Do not stockpile construction material waterward of the ordinary high water line.

26. Store all construction and deconstruction material in a location and manner that will prevent contaminants such as petroleum products, hydraulic fluid, fresh cement, sediments, sediment-laden water, chemicals, or any other toxic or harmful materials from entering waters of the state.

27. To prevent leaching, construct forms to contain any wet concrete. Place impervious material over wet concrete that will come in contact with waters of the state. Forms and impervious materials must remain in place until the concrete is cured.

28. Do not use wood treated with oil-type preservatives (creosote, pentachlorophenol) in any hydraulic project. You may use wood treated with waterborne preservatives (ACZA, ACQ) provided the wood is approved by the Western Wood Preservers Institute for use in the aquatic environment. Any use of treated wood in the aquatic environment must follow guidelines and best management practices available at www.wwpinstitute.org.

29. Use only clean, suitable material as fill material (no trash, debris, car bodies, tires, asphalt, concrete, etc.).

30. Angular rock used for armoring must be large enough and installed to withstand the 100-year peak flow.

IN-WATER WORK AREA ISOLATION USING A TEMPORARY BYPASS

31. Isolate fish from the work area by using a total bypass to reroute the stream through a temporary channel or pipe.

32. Sequence the work to minimize the duration of dewatering.

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. The hydraulic capacity of the stream bypass must be equal to or greater than the peak flow event expected when the bypass will be operated.

35. Design the temporary bypass to minimize the length of the dewatered stream channel.

36. During all phases of bypass installation and decommissioning, maintain flows downstream of the project site to ensure survival of all downstream fish.

37. Install a cofferdam or similar device at the upstream and downstream end of the bypass to prevent backwater from entering the work area, as shown on the approved plans.

38. 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.

39. 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.

40. 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.

41. If the diversion inlet is a pump diversion in a fish-bearing stream, 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. Maintain fish screens to prevent injury or entrapment of fish.

42. The fish screen must remain in place whenever water is withdrawn from the stream through the pump intake.

43. Remove fish screens on dewatering pumps in the isolated work area only after all fish are safe and excluded from the work area.

44. Isolate pump hose intakes with block nets so that fish cannot get near the intake.

FISH LIFE REMOVAL

45. Use block nets to remove fish life from the work site prior to placing the stream diversion structures. Once the first block net is secured at the upstream end, a second block net should be used to herd fish downstream and out of the project area. Then secure the second block net at the downstream end.

46. Place block nets upstream and downstream of the in-water work area before capturing and removing fish life.

47. All persons participating in capture and removal must have training, knowledge, and skills in the safe handling of fish life.

48. If electrofishing is conducted, a person with electrofishing training must be on-site to conduct or direct all electrofishing activities.

49. As the work area is dewatered, capture and safely move any remaining fish life from the work area to the nearest suitable free-flowing water.

CULVERT

50. Install and maintain the culvert to ensure unimpeded fish passage.

51. Establish the culvert invert elevation with reference point(s) or benchmark(s) created before starting work on this project. Clearly mark and preserve the reference point(s) for post-project compliance. Before backfilling, confirm the invert elevation, as stated on the plans, relative to the reference points with at least a construction-grade leveling device (such as an optical auto-level or laser level).

52. The authorized culvert is a "stream simulation" design.

53. The length of the culvert must not exceed 48 feet 4 inches, and the inside width of the culvert must be a minimum of 28 feet.

54. The width of the channel-bed inside a stream simulation culvert at the elevation of the stream bed must be equal to or greater than 28 feet which is 1.2 times the average channel bed width (adjusted for climate change through 2080) plus two feet.

55. Set the stream simulation culvert at the same gradient as the prevailing stream gradient of 4.3 percent.

56. Embed the top of footings of bottomless culverts sufficiently below potential scour depth to prevent exposure of the footing surface and undermining.

57. Size streambed material to mimic the stream's natural gradation as found in nearby reference channel reaches. Use clean, rounded and well-graded (includes all size classes) material. Angular rock is not permitted within the channel or culvert.

58. 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 culvert.

59. Protect structural fill associated with the culvert installation from erosion to the 100-year peak flow.

60. Minimize damage to the bed and banks when placing the culvert.

61. Approach material must be structurally stable and composed of material that if eroded into the water will not harm fish life.

62. Install 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.

63. Route the 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.

64. The owner(s) must maintain the culvert to ensure it provides continued, unimpeded fish passage. If the culvert becomes a hindrance to fish passage, the owner must obtain an Hydraulic Project Approval and provide prompt repair.

DEMOBILIZATION AND CLEANUP

65. Before the end of the in-water work period specified in the "timing limitations" provision, remove all temporary stream crossings and restore the bed and banks to preproject condition.

66. Completely remove any temporary fill before the end of the in-water timing window if the fill material could erode and deliver sediment-laden water into waters of the state.

67. Do not relocate removed or replaced structures within waters of the state. Remove and dispose of these structures in an upland area above the limits of anticipated floodwater.

68. Upon completion of the project, restore the disturbed bed, banks, and riparian zone to preproject condition to the extent possible.

69. To prevent fish from stranding, backfill trenches, depressions, and holes in the bed that may entrain fish during high water or wave action.

70. To minimize sediment delivery to the stream or stream channel, do not return in-stream flows to the work area until all in-channel work is completed and the bed and banks are stabilized.

71. Stabilize the bed with clean material sized to match undisturbed sediments.

72. Seed areas disturbed by construction activities with a native seed mix suitable for the site that has at least one quick-establishing plant species.

73. 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.

74. Remove temporary erosion and sediment control methods after job site is stabilized or within three months of project completion, whichever is sooner.

75. 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.

LOCATION #1:	Site Name: Erick Creek at Abernathy Creek Road Abernathy Creek Road, Longview, WA 98632		
WORK START:	July 26, 2023	WORK END:	July 25, 2028
WRIA	Waterbody:	Tributary to:	
25 - Grays - Elochoman	Erick Creek (lb)	Abernathy Creek	

HYDRAULIC PROJECT APPROVAL

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: July 26, 2023
Project End Date: July 25, 2028

Permit Number: 2023-5-61+01
FPA/Public Notice Number: N/A
Application ID: 31962

1/4 SEC:	Section:	Township:	Range:	Latitude:	Longitude:	County:
SW 1/4	15	09 N	04 W	46.258052	-123.171642	Cowlitz

Location #1 Driving Directions

From Interstate 5, head west on Highway 4 for approximately 14 miles, then head north on Abernathy Creek Road for 5.37 miles to the project area.

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.

Issued Date: July 26, 2023
Project End Date: July 25, 2028

Permit Number: 2023-5-61+01
FPA/Public Notice Number: N/A
Application ID: 31962

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.

HYDRAULIC PROJECT APPROVAL

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: July 26, 2023
Project End Date: July 25, 2028

Permit Number: 2023-5-61+01
FPA/Public Notice Number: N/A
Application ID: 31962

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	George.Fornes@dfw.wa.gov		for Director
George Fornes	360-906-6731		WDFW

APPENDIX D

Nationwide Permit 27 from US Army Corps of Engineers

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

August 18, 2023

Mr. Roger Maurer
Cowlitz County Department of Public Works
1600 13th avenue South
Kelso, Washington 98626

Reference: NWS-2023-460
Erick Creek Fish
Passage Project

Dear Mr. Maurer:

We have reviewed your application to discharge up to 316 cubic yards of fill material within 1,585 square feet of Erick Creek and Tributary 1 to replace an existing culvert. The project is proposed within Erick Creek and Tributary 1 along Abernathy Creek Road, Longview, Cowlitz 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 May 2023.

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 condition:

a. This U.S. Army Corps of Engineers (Corps) permit does not authorize you to take a threatened or endangered species. In order to legally take a listed species, you must have a separate authorization under the Endangered Species Act (ESA) (e.g., an ESA Section 10 permit, or ESA Section 7 consultation Biological Opinion (BO) with non-discretionary "incidental take" provisions with which you must comply). The Regional Road Maintenance Program Limit 10 BO prepared by the National Marine Fisheries Service (NMFS) contains mandatory terms and conditions to implement the reasonable and prudent measures that are associated with the specified "incidental take" in the BO (NMFS Reference Numbers 2003-00313, 2004-00647, 2009-03290, WCR-2014-304, and WCRO-2017-6744). Your authorization under this Corps permit is conditional upon your compliance with all of the mandatory terms and conditions associated with incidental take of the BO. These terms and

conditions are incorporated by reference in this permit. Failure to comply with the commitments made in this document constitutes non-compliance with the ESA and your Corps permit. The NMFS is the appropriate authority to determine compliance with the ESA.

The Federal Highways Administration completed National Historic Preservation Act, Section 7 Endangered Species Act (ESA) consultation and Magnuson Stevens Act, Essential Fish Habitat (EFH) consultation for the proposed activity. For the purpose of this Department of the Army authorization, we have determined this project will comply with the requirements of these laws provided you comply with all of the permit conditions. We have determined the permit action is sufficiently addressed in their ESA and EFH consultation documents. By this letter we are advising you and the Services, in accordance with 50 CFR 402.07 and 50 CFR 600.920(b), that this agency has served as the lead Federal agency for the ESA and EFH consultation responsibilities for the activity described above.

The authorized work complies with the Washington State Department of Ecology's (Ecology) Water Quality Certification (WQC) requirements for this NWP. No further coordination with Ecology for WQC 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.

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 WSP USA, Dustin Day at dustin.day@wsp.com. If you have any questions, please contact me at Brad.A.Johnson2@usace.army.mil or (503) 278-1845.

Sincerely,

Brad Johnson

Brad Johnson, Project Manager
Regulatory Branch

Enclosures

cc:
Ecology (ecyrefedpermits@ecy.wa.gov)

US Army Corps of Engineers
Seattle District

NATIONWIDE PERMIT 14
Terms and Conditions

2021 NWPs - Final 41; Effective Date: February 25, 2022

A. Description of Authorized Activities
B. U.S. Army Corps of Engineers (Corps) National General Conditions for All Final 41 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

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 NWPs only after she or he determines that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) Compensatory mitigation at a minimum one-for-one ratio will be required for all losses of stream bed that exceed 3/100-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. This compensatory mitigation requirement may be satisfied through the restoration or enhancement of riparian areas next to streams in accordance with paragraph (e) of this general condition. For losses of stream bed of 3/100-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. If restoring riparian areas involves planting vegetation, only native species should be planted. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, 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'sregional 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 stategeneral 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 contributeto 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/orwaters.

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 listedparameter 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, visitEcology'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 landscapesettings.

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 NWPs:
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 lossof more than 300 linear feet of streambed Ecology WQC review is required to determineif 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 theproject 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 resourceswherever practicable. For projects requiring Ecology WQC review or an individual WQC with unavoidable impacts to aquatics 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 aminimum, 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, includingcredit/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 avoiddischarge 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 runofffrom impervious surfaces shall be provided.

Ecology's Stormwater Management and Design Manuals and stormwater permitinformation are available on Ecology's website.

8. **Application**. For projects or activities that will require Ecology WQC review, or anindividual 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 anypart 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 thecurrent 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 stategeneral 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 contaminatedor 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 thisNWP 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 NWPs 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, <u>except</u> 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.

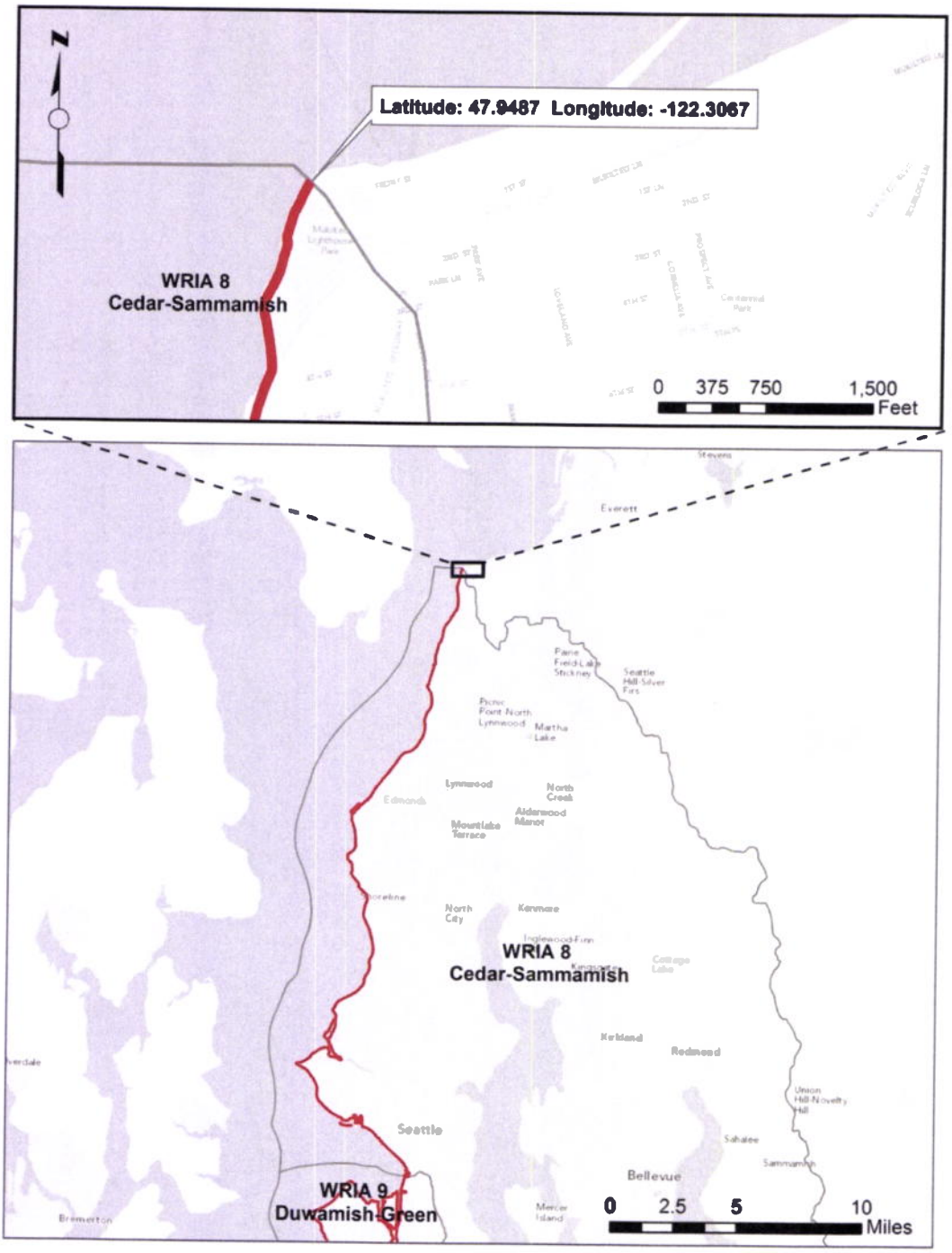
CZM Federal Consistency Response – Concur with Conditions.

1. A CZM Federal Consistency Decision is required for projects or activities under this NWP if a State 401 Water Quality Certification is required.

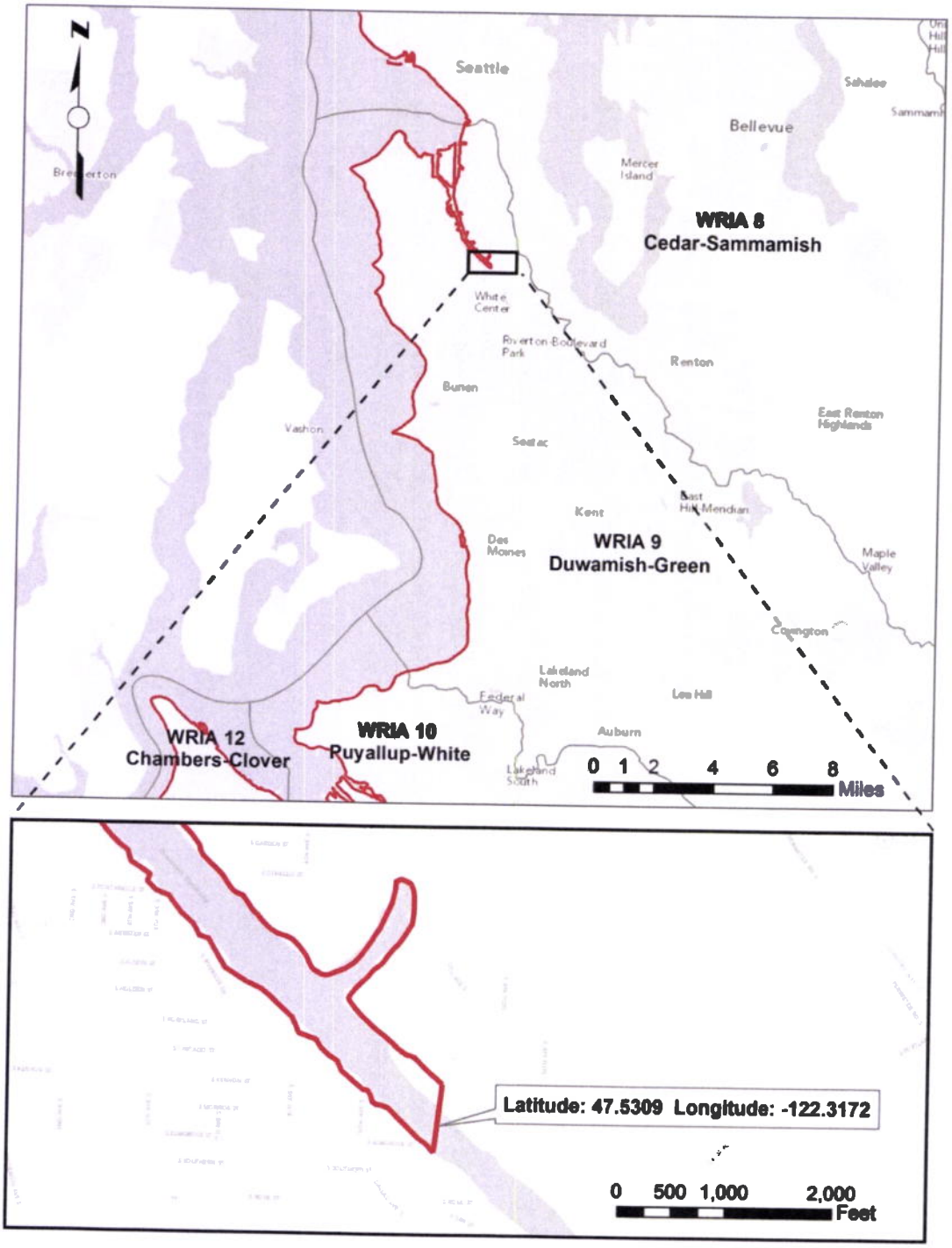
2. A CZM Federal Consistency Decision is required for projects or activities under this NWP if they are pre-empting local or state permit requirements necessary to demonstrate compliance with

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


N
Seattle
Bellevue
Mercer Island
WRIA 8
Cedar-Sammamish
White Center
Renton
Burien
Vashon
Kent
WRIA 9
Duwamish-Green
Des Moines
Maple Valley
Lakeland North
Federal Way
Auburn
WRIA 12
Chambers-Clover
WRIA 10
Puyallup-White
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Miles
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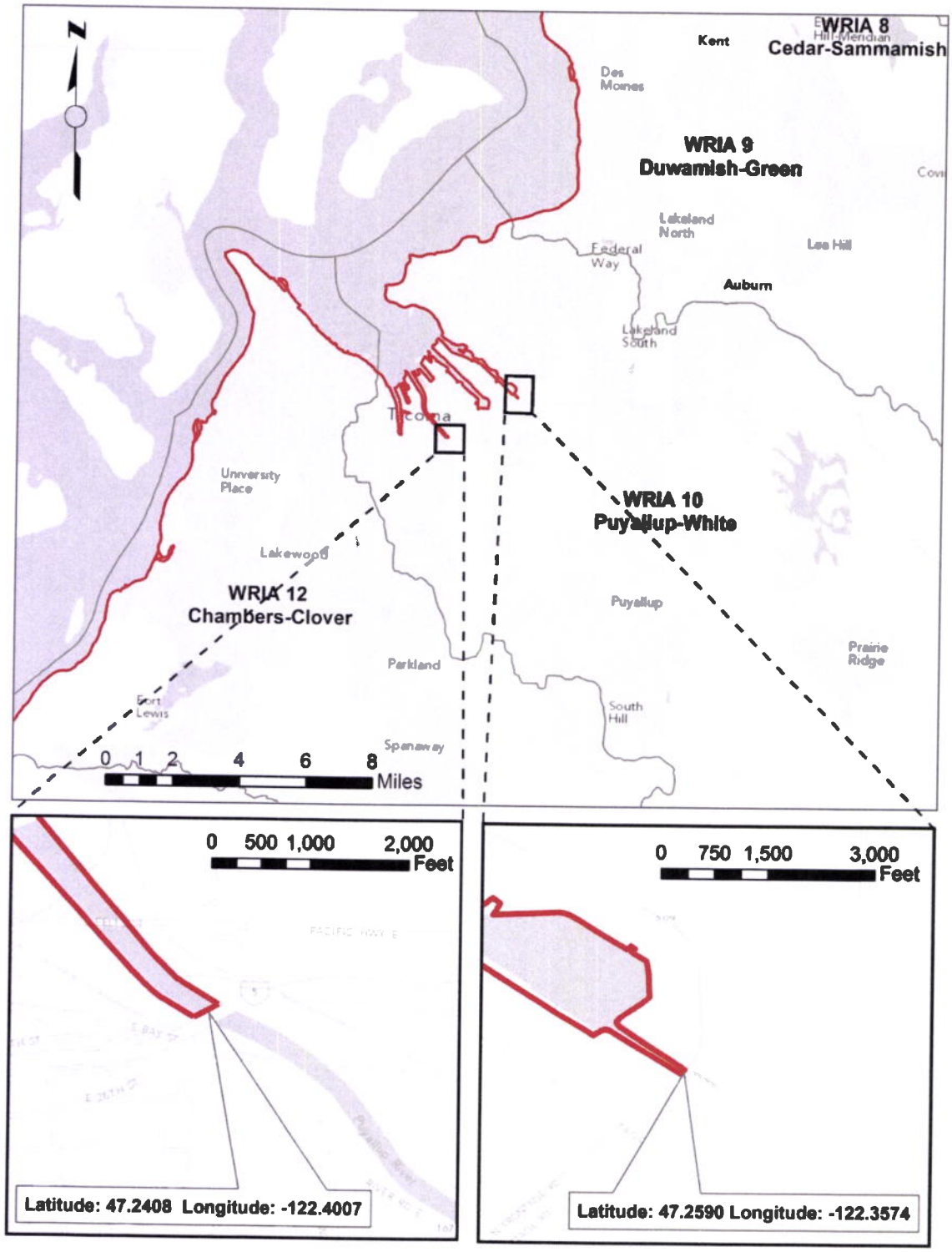
0 500 1,000 2,000
Feet

c. WRIA 10


N
WRIA 8
Cedar-Sammamish
Kent
Des Moines
WRIA 9
Duwamish-Green
Lakeland North
Federal Way
Lea Hill
Auburn
Lakeland South
Tacoma
University Place
WRIA 10
Puyallup-White
Lakewood
WRIA 12
Chambers-Clover
Puyallup
Prairie Ridge
Parkland
Fort Lewis
South Hill
Spanaway
0 1 2 4 6 8
Miles
0 500 1,000 2,000
Feet
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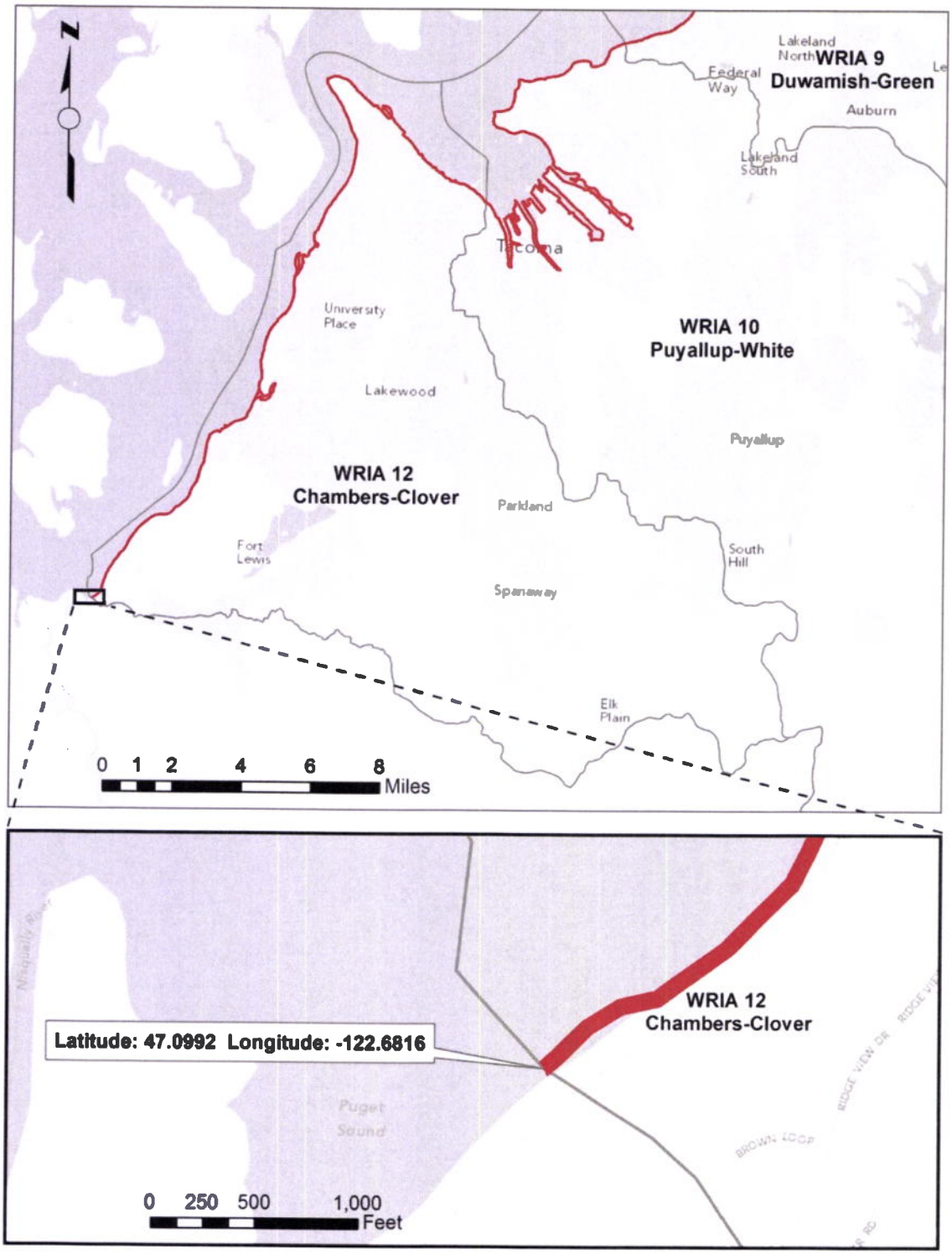
0 750 1,500 3,000
Feet
Latitude: 47.2590 Longitude: -122.3574

d. WRIA 12


N
Lakeland North
WRIA 9
Duwamish-Green
Federal Way
Auburn
Lakeland South
Tacoma
University Place
WRIA 10
Puyallup-White
Lakewood
Puyallup
WRIA 12
Chambers-Clover
Parkland
Fort Lewis
South Hill
Spanaway
Elk Plain
0 1 2 4 6 8
Miles
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WRIA 12
Chambers-Clover
Puget Sound
0 250 500 1,000
Feet

e. WRIA 11

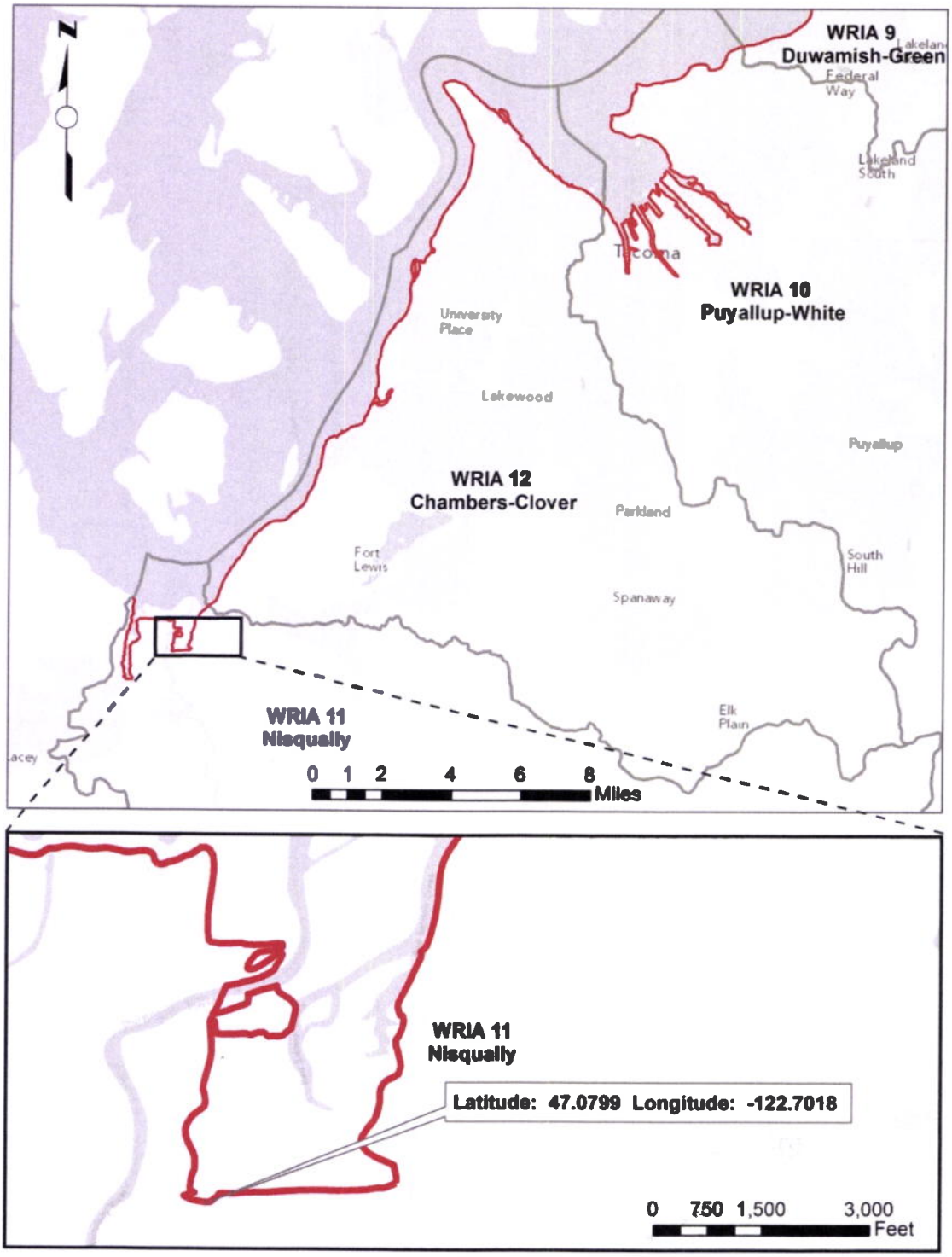
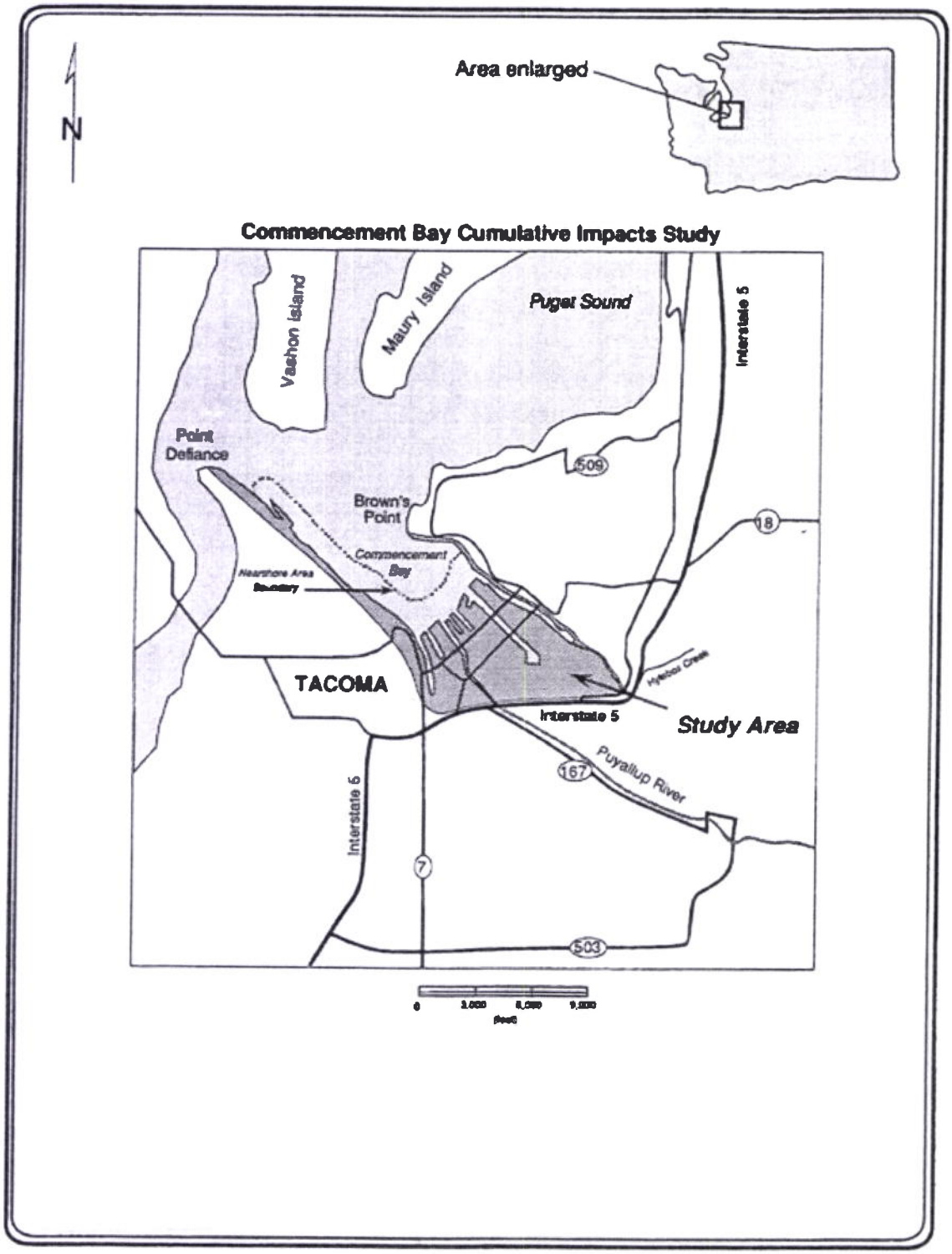
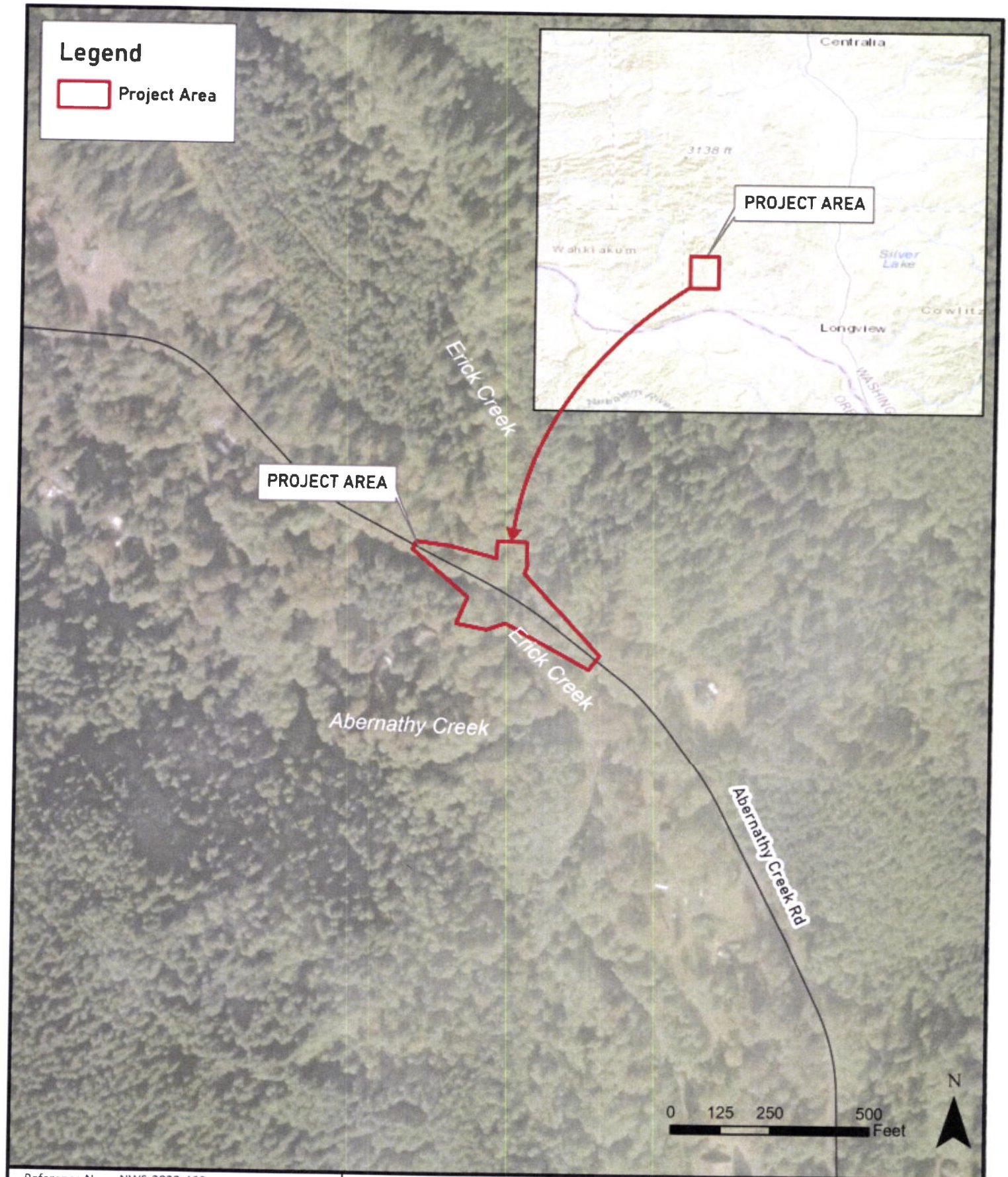

N
WRIA 9
Duwamish-Green
Federal Way
Lakeland South
Tacoma
WRIA 10
Puyallup-White
University Place
Lakewood
Puyallup
WRIA 12
Chambers-Clover
Parkland
Fort Lewis
South Hill
Spanaway
Elk Plain
WRIA 11
Nisqually
0 1 2 4 6 8
Miles
WRIA 11
Nisqually
Latitude: 47.0799 Longitude: -122.7018
0 750 1,500 3,000
Feet

Figure 2. RGC 4 - Commencement Bay Study Area





Reference No. NWS-2023-460

COUNTY OF: Cowlitz

STATE: WA

APPLICANT: Cowlitz County Public Works

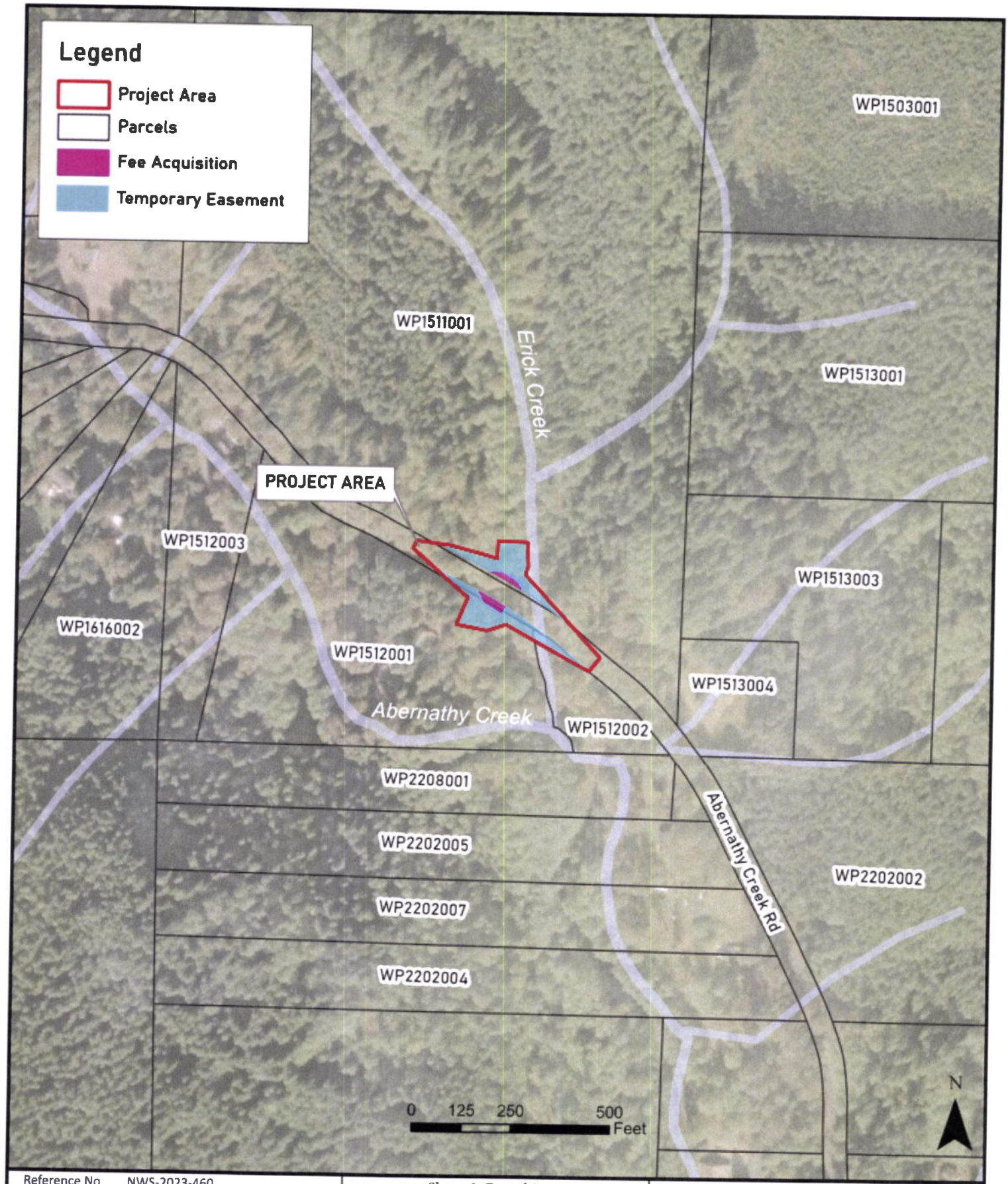
Sheet 1:Vicinity Map

Erick Creek Fish Passage Project
LATITUDE: 46°15'28.95"N
LONGITUDE: 123°10'17.80"W

Horizontal Datum: NAD_1983_StatePlane_Washington

Sheet 1 of 11

May 2023



Reference No. NWS-2023-460

COUNTY OF: Cowlitz

STATE: WA

APPLICANT: Cowlitz County Public Works

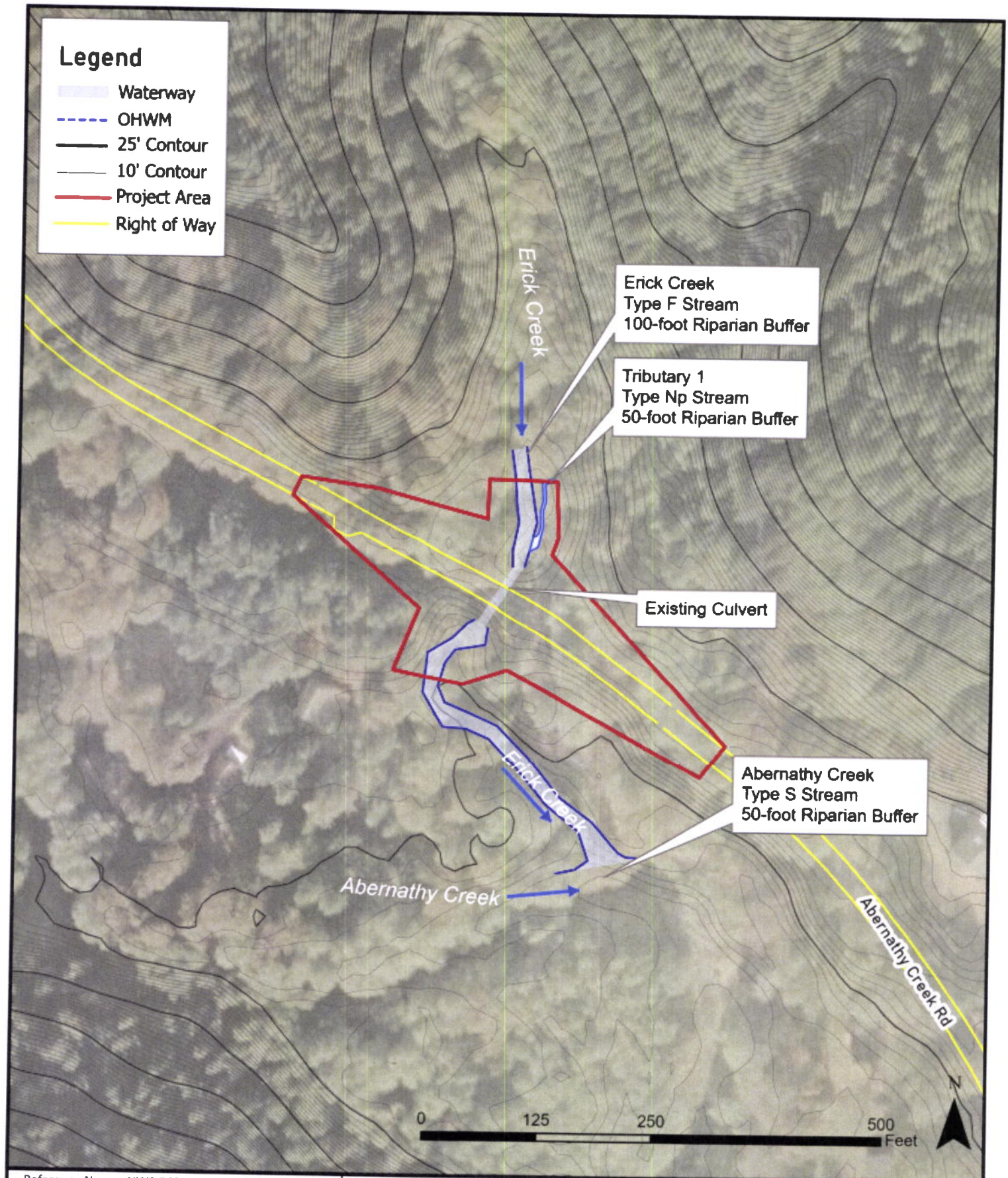
Sheet 2: Parcel Map

Erick Creek Fish Passage Project
LATITUDE: 46°15'28.95"N
LONGITUDE: 123°10'17.80"W

Horizontal Datum: NAD_1983_StatePlane_Washington

Sheet 2 of 11

May 2023



Reference No. NWS-2023-460

COUNTY OF: Cowlitz

STATE: WA

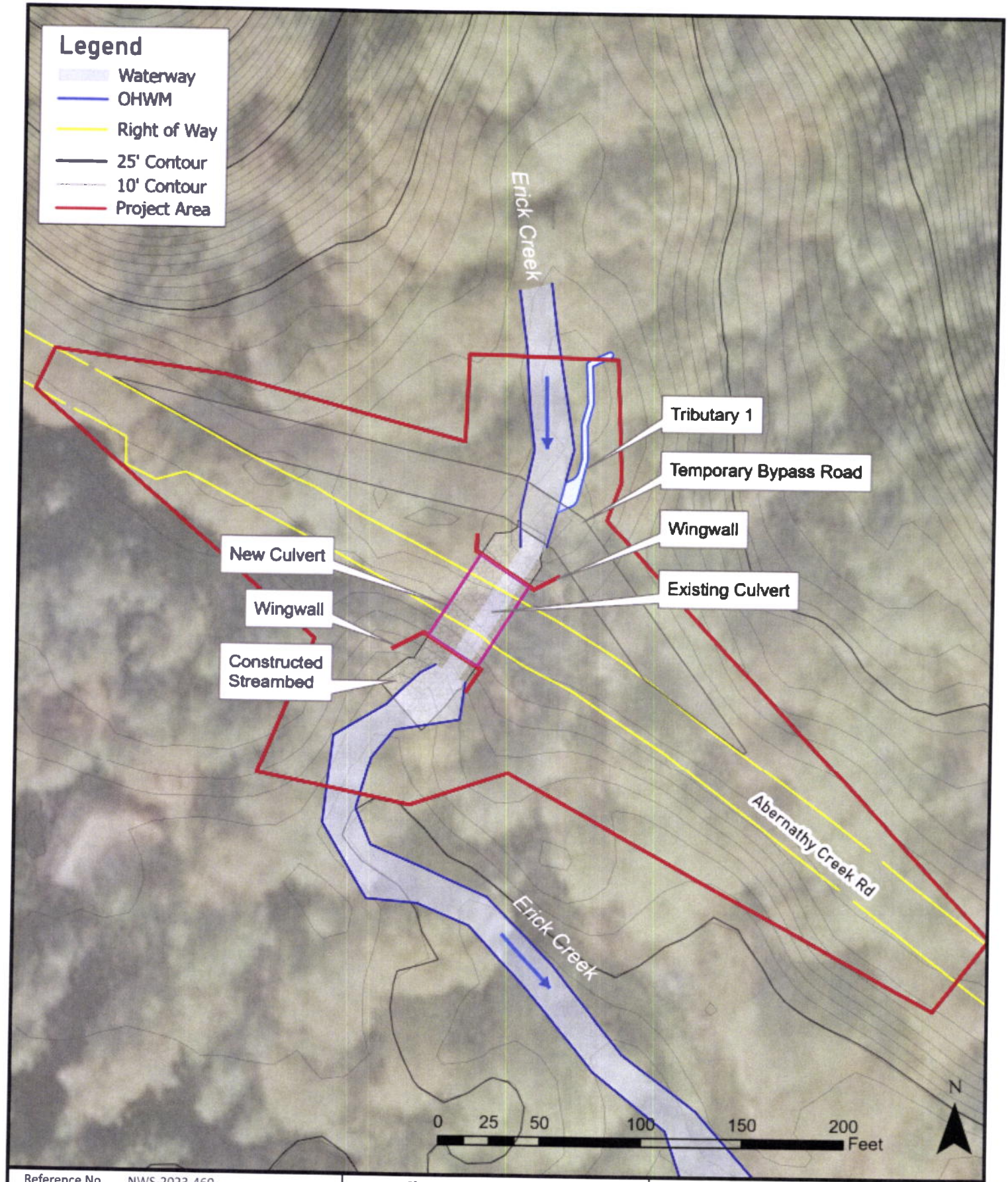
APPLICANT: Cowlitz County Public Works

Sheet 3: Existing Conditions

Erick Creek Fish Passage Project
LATITUDE: 46°15'28.95"N
LONGITUDE: 123°10'17.80"W

Horizontal Datum: NAD_1983_StatePlane_Washington

May 2023



Reference No. NWS-2023-460

COUNTY OF: Cowlitz

STATE: WA

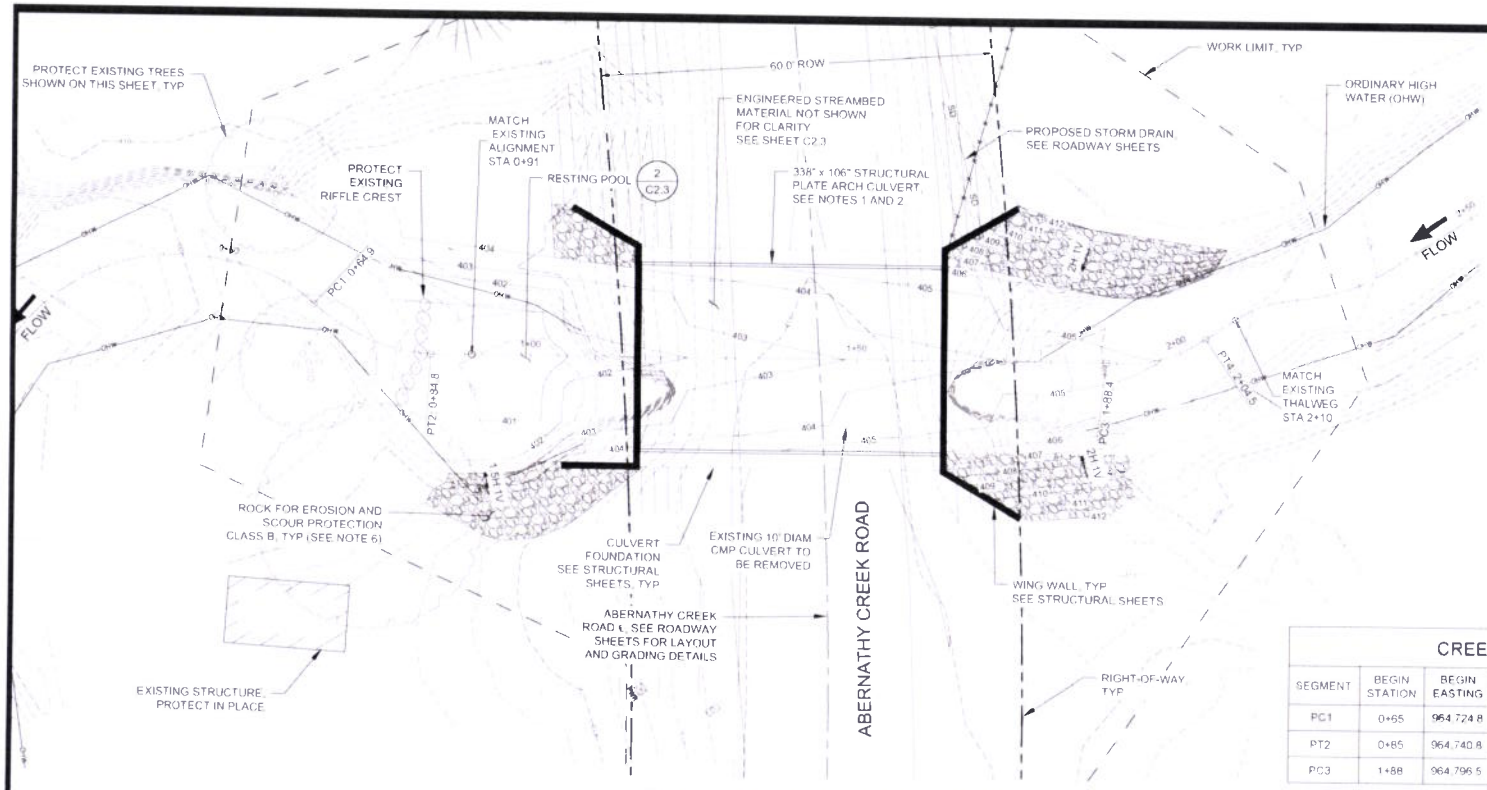
APPLICANT: Cowlitz County Public Works

Sheet 4: Project Overview

Erick Creek Fish Passage Project
LATITUDE: 46°15'28.95"N
LONGITUDE: 123°10'17.80"W

Horizontal Datum: NAD_1983_StatePlane_Washington

May 2023



ERICK CREEK RESTORATION PLAN

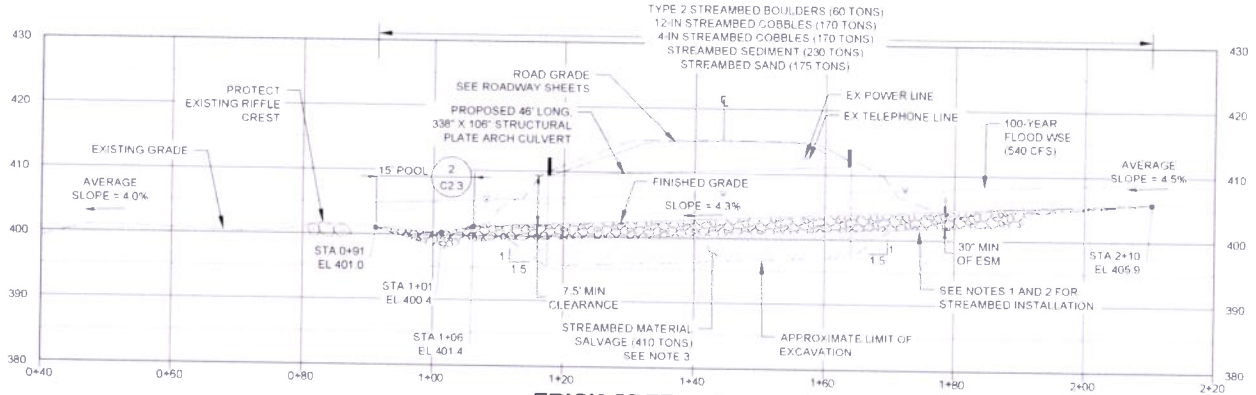
SCALE 1"=10'

NOTES

1. SEE SHEETS C2.1 TO C2.3 FOR TYPICAL STREAM GRADING AND CULVERT SECTIONS AND FOR STREAMBED DETAILS AND INSTALLATION REQUIREMENTS.
2. THE CONTRACTOR SHALL PLACE STREAMBED SUBSTRATE FROM BOTTOM OF CULVERT FOOTINGS TO MEET FINISHED GRADE FOR THE STREAM CHANNEL.
3. THE CONTRACTOR SHALL STOCKPILE AND PLACE SALVAGED STREAMBED MATERIALS GENERATED FROM CHANNEL AND STRUCTURAL EXCAVATION. THE MATERIAL SHALL BE PLACED BELOW THE 30" MINIMUM THICKNESS FOR ENGINEERED STREAMBED MATERIAL IMPORTED TO THE SITE. SEE SECTION 8-32 IN THE SPECIAL PROVISIONS FOR FURTHER REQUIREMENTS.
4. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE OR DISTURBANCE OUTSIDE THE WORK LIMITS AND SHALL BEAR ALL COSTS FOR REPAIR OF STREAMBED AND BANKS IN-KIND.
5. WITHIN THE WORK LIMIT, THE PROJECT REPRESENTATIVE MAY DIRECT ADDITIONAL FIELD FIT GRADING TO RESTORE GROUND DISTURBED INCIDENTAL TO CONSTRUCTION.
6. THE CONTRACTOR SHALL MATCH THE ROCK LIMITS SHOWN ON THIS SHEET. THE PROJECT REPRESENTATIVE MAY FIELD-DIRECT ROCK PLACEMENT AS NEEDED TO FIT FINISHED GRADE.

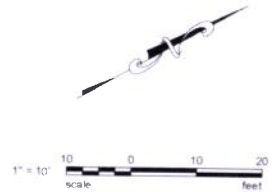
CREEK ALIGNMENT CONTROL TABLE

SEGMENT	BEGIN STATION	BEGIN EASTING	BEGIN NORTHING	LINE BEARING	LINE DISTANCE	CURVE DISTANCE	CURVE RADIUS	DELTA ANGLE
PC1	0+65	964,724.8	348,581.1	---	---	19.8	29.25	38° 52' 44"
PT2	0+85	964,740.8	348,592.2	N32° 32' 16"E	103.6	---	---	---
PC3	1+88	964,796.5	348,679.5	---	---	16.1	23.00	40° 11' 14"



ERICK CREEK PROFILE

SCALE 1"=10'



90% SUBMITTAL - NOT FOR CONSTRUCTION

Reference No. NWS-2023-460

COUNTY OF: Cowlitz

STATE: WA

APPLICANT: Couwlitz County Public Works

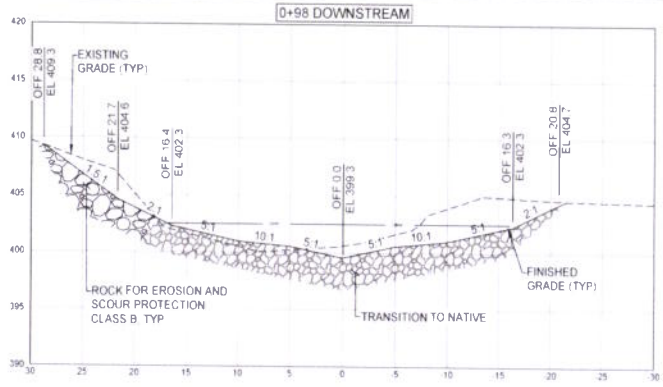
Sheet 5: Erick Creek Crossing and Profile

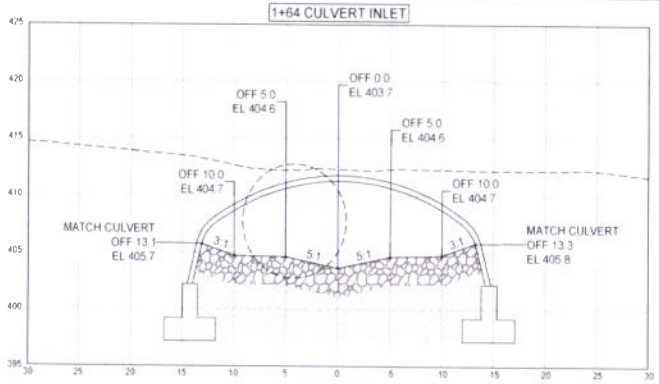
wsp

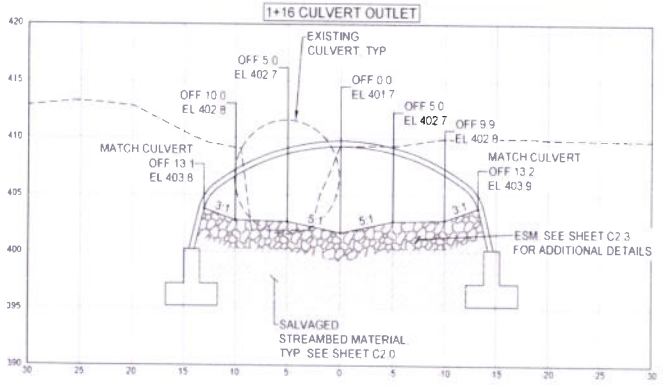
Erick Creek Fish Passage Project
LATITUDE: 46°15'28.95"N
LONGITUDE: 123°10'17.80"W

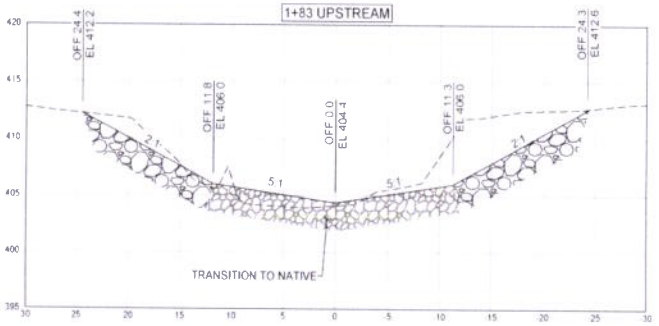
Horizontal Datum: NAD_1983_StatePlane_Washington
Vertical Datum: NAVD-88
(Columbia River Datum (CRD) = NAVD88 - 3.39')

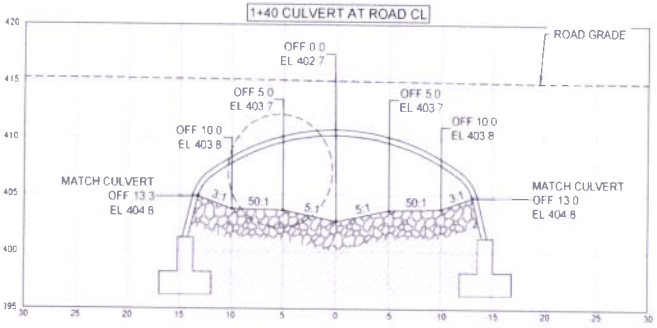
May 2023











NOTES

1. SECTIONS ARE ORIENTED LOOKING DOWNSTREAM, LEFT TO RIGHT BANK
2. SECTIONS DEPICT FINISHED GRADE. THE CONTRACTOR SHALL OVER-EXCAVATE TO INSTALL ENGINEERED STREAMBED MATERIAL TO THE REQUIREMENTS OF SHEET C2.3
3. SEE SHEET C2.1 FOR TYPICAL STREAM GRADING SECTIONS
4. SCOUR PROTECTION ROCK SHALL NOT BE INSTALLED WITHIN ORDINARY HIGH WATER
5. CULVERT AND WINGWALLS NOT SHOWN FOR CLARITY

1" = 5' (5 0 5 10 scale feet)

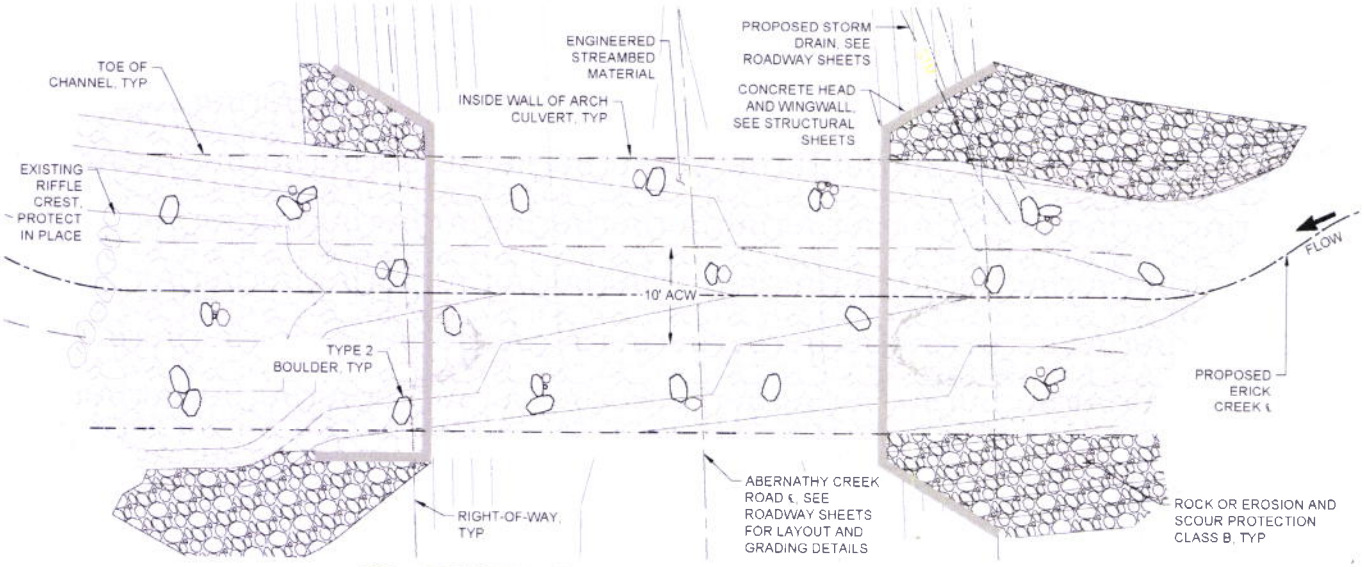
Reference No. NWS-2023-460
COUNTY OF: Cowlitz
STATE: WA
APPLICANT: Cowlitz County Public Works

Sheet 6: Erick Creek Crossing
Cross Sections

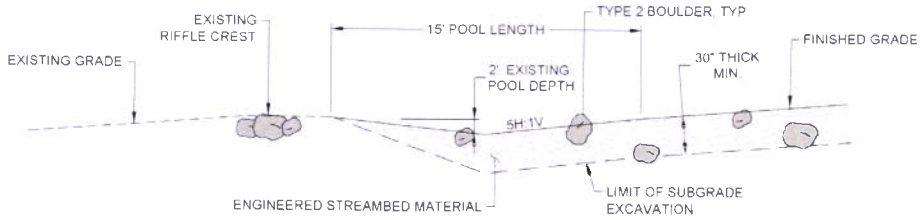
Erick Creek Fish Passage Project
LATITUDE: 46°15'28.95"N
LONGITUDE: 123°10'17.80"W

Horizontal Datum: NAD_1983_StatePlane_Washington
Vertical Datum: NAVD-88
(Columbia River Datum (CRD) = NAVD88 - 3.39')

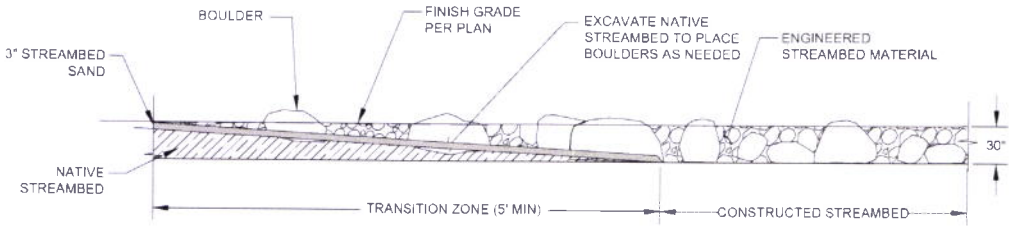
May 2023



1 **CONSTRUCTED STREAMBED PLAN**
SCALE: 1"=8'



2 **RESTING POOL**
SCALE: NTS



NOTE: TRANSITION LINE EXTENDS FROM THE PROPOSED GRADE OF STREAMBED CONSTRUCTION TO NATIVE GROUND OVER TRANSITION LENGTH PER PLAN. TRANSITIONS CAN ALSO OCCUR FROM CUT SECTIONS TO NATIVE.

3 **CONSTRUCTED STREAMBED TRANSITION**
SCALE: NTS

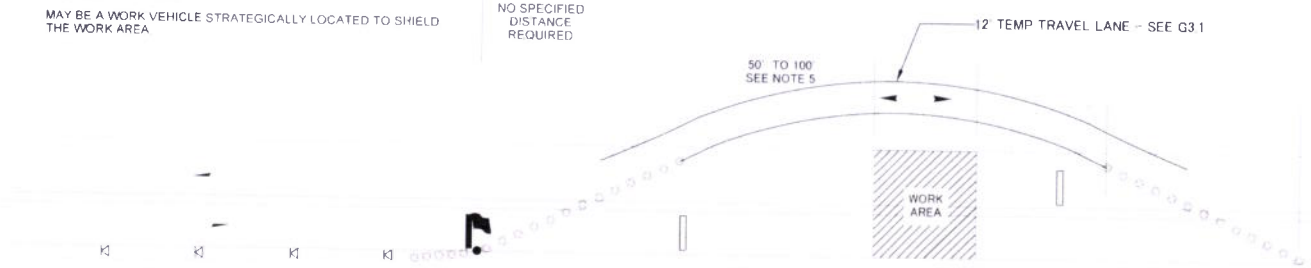
SPEED (MPH)	25	30	35	40	45	50	55	60	65	70
LENGTH (FEET)	155	200	250	305	360	425	495	570	645	-

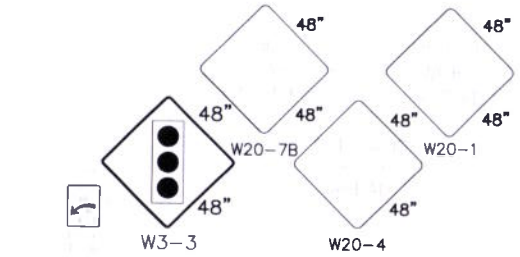
TRANSPORTABLE ATTENUATOR SHALL BE MOUNTED ON, OR ATTACHED TO, A HOST VEHICLE THAT COMPLIES WITH THE MANUFACTURER'S RECOMMENDED WEIGHT RANGE	30 FEET MIN TO 100 FEET MAX
PROTECTIVE VEHICLE MAY BE A WORK VEHICLE STRATEGICALLY LOCATED TO SHIELD THE WORK AREA	NO SPECIFIED DISTANCE REQUIRED

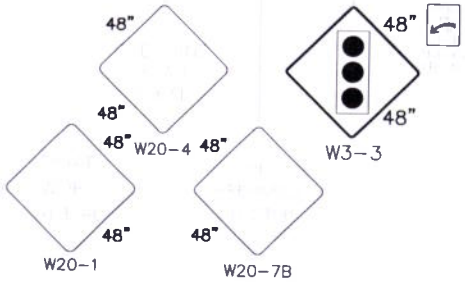
SIGN SPACING = X (1)

RURAL HIGHWAYS	60 / 65 MPH	800' (1)
RURAL ROADS	45 / 55 MPH	500' (1)
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350' (1)
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200' (1) (2)
URBAN STREETS	25 MPH OR LESS	100' (1) (2)

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







CHANNELIZATION DEVICE SPACING (FEET)

MPH	TAPER	TANGENT
50/65	10 TO 20	80
35	10 TO 20	60
25/30	10 TO 20	40

LEGEND

- TEMPORARY TRAFFIC SIGNAL
- TEMPORARY SIGN LOCATION
- CHANNELIZING DEVICES
- TYPE 3 BARRICADE - 10'

NOTES

1. ALL SIGNS ARE BLACK ON ORANGE.
2. EXTENDING THE CHANNELIZING DEVICE TAPER ACROSS SHOULDER IS RECOMMENDED.
3. SEE SPECIAL PROVISIONS FOR WORK HOUR RESTRICTIONS.
4. ROAD IS POSTED AT 35 MPH.
5. EXTEND CHANELIZING DEVICES TO CONCRETE BARRIER.
6. PROVIDE ADDITIONAL TRAFFIC CONTROL FOR DRIVEWAY ACCESS AS SHOWN ON SHEET G3.1.

ONE-LANE, TWO-WAY TRAFFIC CONTROL WITH TEMPORARY TRAFFIC SIGNAL

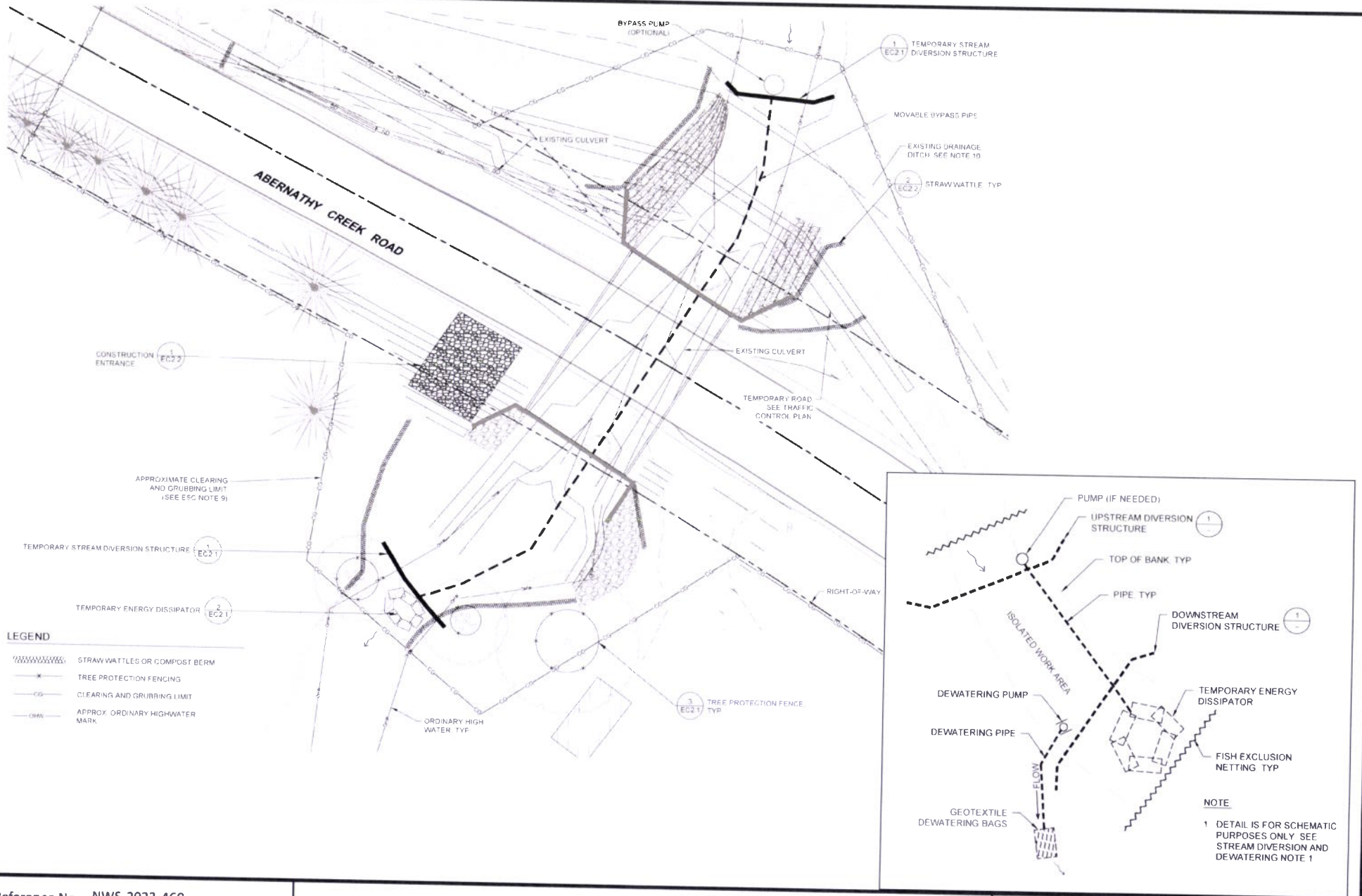
Reference No. NWS-2023-460
COUNTY OF: Cowlitz
STATE: WA
APPLICANT: Couwlitz County Public Works

Sheet 8: Temporary Bypass Road Plan

Erick Creek Fish Passage Project
LATITUDE: 46°15'28.95"N
LONGITUDE: 123°10'17.80"W

Horizontal Datum: NAD_1983_StatePlane_Washington
Vertical Datum: NAVD-88
(Columbia River Datum (CRD) = NAVD88 - 3.39')

May 2023



Reference No. NWS-2023-460
COUNTY OF: Cowlitz
STATE: WA
APPLICANT: Cowlitz County Public Works

Sheet 9: Work Area Isolation Plan

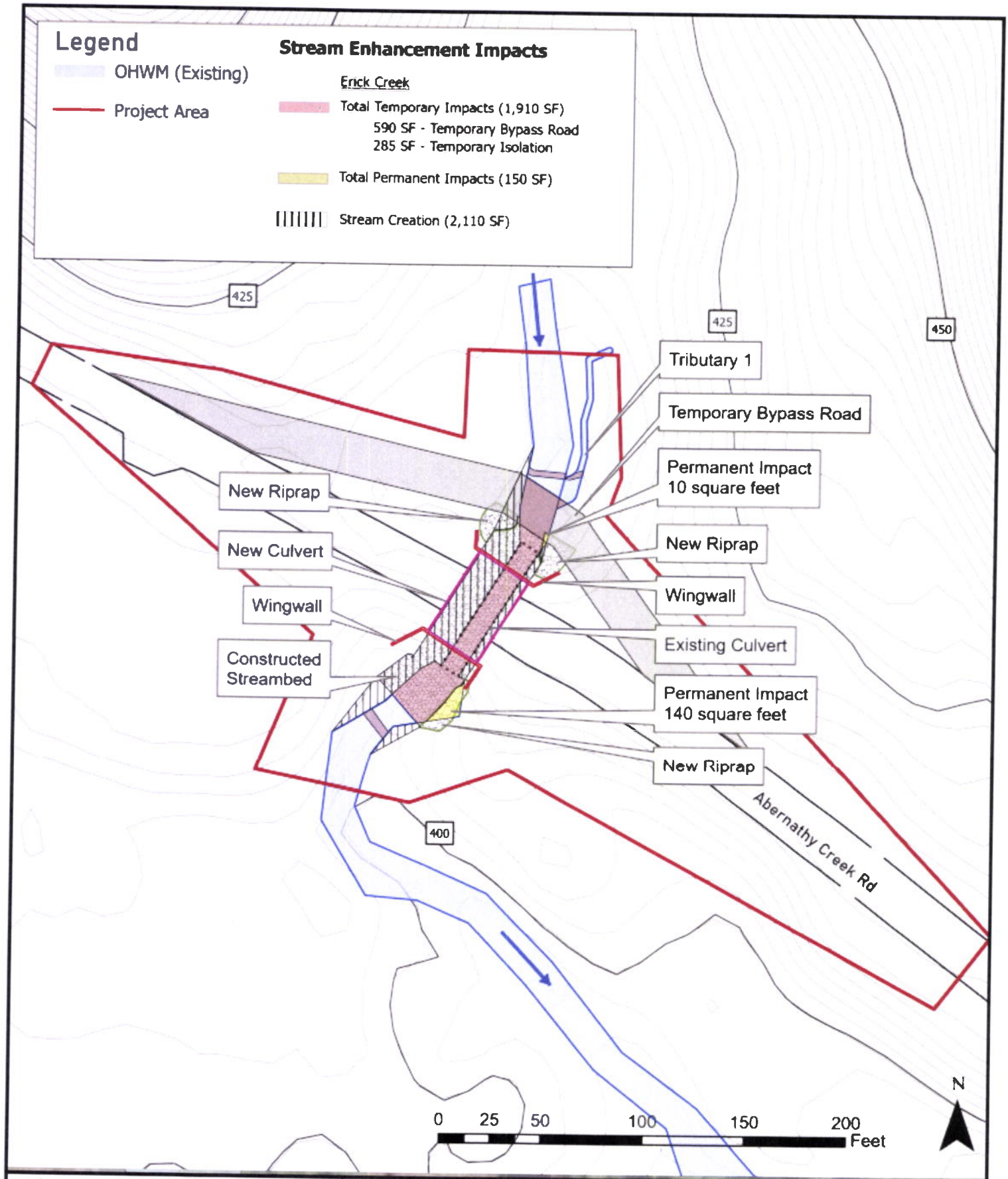
wsp

Erick Creek Fish Passage Project
LATITUDE: 46°15'28.95"N
LONGITUDE: 123°10'17.80"W

Horizontal Datum: NAD_1983_StatePlane_Washington
Vertical Datum: NAVD-88
(Columbia River Datum (CRD) = NAVD88 - 3.39')

Sheet 9 of 11

May 2023



Reference No. NWS-2023-460

COUNTY OF: Cowlitz

STATE: WA

APPLICANT: Cowlitz County Public Works

Sheet 10: Impacts and Creation

Erick Creek Fish Passage Project
LATITUDE: 46°15'28.95"N
LONGITUDE: 123°10'17.80"W

Horizontal Datum: NAD_1983_StatePlane_Washington

May 2023

Photo 1: Erick Creek, facing north

Photo 2: Erick Creek, facing south

3: Existing culvert on the north side of Abernathy Creek Road.

4: Existing culvert on the south side of Abernathy Creek Road.

5: Erick Creek, facing downstream towards Abernathy Creek.

6: Confluence of Erick Creek and Abernathy Creek.

Reference No. NWS-2023-460

COUNTY OF: Cowlitz

STATE: WA

APPLICANT: Cowlitz County Public Works

Sheet 11: Photosheet

Erick Creek Fish Passage Project
LATITUDE: 46°15'28.95"N
LONGITUDE: 123°10'17.80"W

Horizontal Datum: NAD_1983_StatePlane_Washington

May 2023

US Army Corps of Engineers
Seattle District

CERTIFICATE OF COMPLIANCE WITH DEPARTMENT OF THE ARMY PERMIT

Permit Number: NWS- 2023-460

Name of Permittee: Cowlitz County Department of Public Works

Date of Issuance: August 18, 2023

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.

☐ The work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of this permit.

Date work complete: _____

☐ Photographs and as-built drawings of the authorized work (OPTIONAL, unless required as a Special Condition of the permit).

☐ 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).

Date work complete: _____ ☐ N/A

☐ Photographs and as-built drawings of the mitigation (OPTIONAL, unless required as a Special Condition of the permit).

☐ Provide phone number/email for scheduling site visits (must have legal authority to grant property access).

Printed Name: _____

Phone Number: _____ Email: _____

Printed Name: _____

Signature: _____

Date: _____

APPENDIX E

Geotechnical Report

Foundation Engineering, Inc.
Professional Geotechnical Services

Memorandum

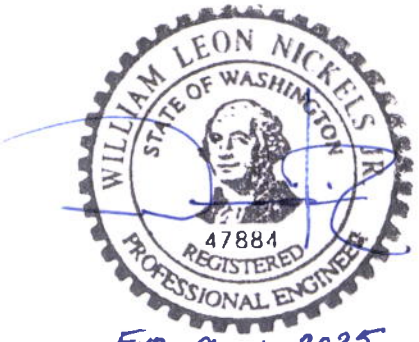
Date: November 1, 2023

To: Tim de Boer, P.E.
WSP USA, Inc

From: William L. Nickels, Jr., P.E., G.E.
Mel McCracken, P.E., G.E.

Subject: Geotechnical Investigation

Project: Erick Creek Culvert Replacement
Project No.: 2231022



Exp. 9-16-2025

In 2016, Foundation Engineering, Inc. completed a geotechnical investigation for a proposed culvert replacement where Erick Creek crosses under Abernathy Creek Road in Cowlitz County, Washington. Since then, the project was put on hold and has recently moved to final design.

This memorandum includes a summary of the previously completed work, a discussion of the site and subsurface conditions, a summary of laboratory testing and a discussion of our updated analysis and design. Recommendations for design and construction are also included.

Cowlitz County is the project owner and WSP is the prime designer. Foundation Engineering, Inc. was retained by WSP USA, Inc. (WSP) to provide geotechnical consultation including final analysis and design and updating the 2016 report for the culvert replacement. Our scope of work was submitted on January 10, 2023, and executed by WSP professional services subcontract dated February 8, 2023.

BACKGROUND

The site is located on Abernathy Creek Road, ±4.5 miles north of the intersection with Ocean Beach Highway. The project location is shown on the Vicinity Map, Figure 1A.

Abernathy Creek Road is a rural, two-lane road with a pavement width of ±26 feet. Erick Creek crosses beneath the road in a ±10-foot diameter, corrugated metal pipe (CMP) culvert. The culvert has an upstream invert ±12.9 feet (±El. 402.1) below the road surface and downstream invert ±13.5 feet (±El. 401.5) below the road surface. Cowlitz County plans to replace the CMP culvert with a ±48-foot long, ±28-foot wide, multi-plate arch culvert supported on spread footings.

FIELD EXPLORATION

On June 13, 2016, we drilled one geotechnical boring (BH-1) using a CME 75 truck-mounted drill rig owned and operated by Western States Soil Conservation of Hubbard, Oregon. The borehole was advanced to a depth of ±46.5 feet using mud-rotary drilling techniques. Borehole BH-1 was located ±17 feet northwest of the existing CMP culvert centerline and ±6.5 feet northeast of the Abernathy Creek Road centerline. The approximate boring location is shown on the Site Plan, Figure 2A.

Disturbed soil samples were obtained using a split-spoon sampler at ±2.5-foot intervals to ±20 feet and ±5-foot intervals thereafter. The Standard Penetration Test (SPT), which is performed when the split-spoon is driven, provides an indication of the relative stiffness or density of the soil (ASTM D1586).

Boring BH-1 was continuously logged during drilling by an engineer from Foundation Engineering. The samples collected were sealed to avoid moisture loss and transported to the Foundation Engineering office for further examination and potential testing. The final log (Appendix B) was prepared based on a review of the field log, the results of the laboratory testing, and an examination of the soil samples in our office.

SITE CONDITIONS

Local Geology

Local geologic mapping shows the site is underlain by Columbia River Basalt (Walsh, 1987). Our subsurface exploration encountered embankment fill, underlain by sand and gravel (alluvium), followed by residual soil consisting of clayey silt. The alluvium included rounded quartzite gravel which is typical of alluvium derived from the Troutdale Formation. Therefore, the mapped geology was not consistent with the observed site conditions.

Surface Observations

In conjunction with our exploration program, we performed a site reconnaissance to observe the conditions near the CMP inlets. No outcrops were observed at the upstream or downstream inlets. The upstream and downstream inlets were surrounded by ±2-foot diameter riprap. The stream bed appeared to consist of gravel and cobbles with scattered boulders, and a sandy area at the downstream outlet.

Subsurface Conditions

The paved surface at BH-1 lies at ±El. 414.5. The boring was advanced through a pavement section consisting of ±6 inches of asphaltic concrete (AC) and ±24 inches of dense, ±1½-inch minus crushed rock (base rock). The pavement section is underlain by embankment fill from ±2.5 to 12.5 feet (±El. 402.0). The embankment fill consists of dense to medium dense, silty gravel (±2.5 to 7.5 feet), very stiff, low plasticity silt (±7.5 to 10 feet), and medium dense, silty gravel (±10 to 12.5 feet). Alluvium extends below the fill from ±12.5 to 35 feet (±El. 379.5). The alluvium consists of medium dense to dense sand (±12.5 to 30 feet) and very dense sandy gravel (±30 to 35 feet). Hard, high plasticity clayey silt (residual soil) extends below the alluvium to ±46.5 feet (±El. 368.0), the limits of the exploration. More detailed descriptions of soils encountered in the exploration are summarized in the boring log (Appendix B).

Groundwater

Mud-rotary drilling precluded measurement of the water level in the boring at the time of drilling. During our explorations, the water level of Erick Creek was level with the upstream and downstream invert elevations. We anticipate the groundwater will follow the elevation of Erick Creek.

LABORATORY TESTING

Laboratory testing included natural water contents (ASTM D2216) and one fines content (ASTM D1140) test to classify the soils and estimate their overall engineering properties. The results are summarized in Table 1C and discussed below.

Natural water content test results on the alluvium ranged from 13.9 to 30.3%. The water content of the residual soil ranged from 32.8 to 40.3%. The natural water contents are also shown on the boring log (Appendix B). A fines content test on the sample from ±20 to 21.5 feet indicated 21.4% passing the #200 sieve.

ENGINEERING ANALYSIS AND DESIGN

Cowlitz County plans to replace the existing culvert in Erick Creek with a ±28-foot wide, multi-plate arch culvert having an overall length of ±48 feet. We understand that spread footings with a short (i.e., ±3-foot high) stem wall is the preferred foundation option. Headwalls and wingwalls will also be constructed to retain the roadway embankment.

Arch Culvert

We anticipate the sandy alluvium encountered at the invert elevation is susceptible to scour. Therefore, scour protection of the stream bed within the culvert will be required to prevent undermining the spread footing foundations. The foundation analysis assumes the spread footings will extend at least ±2 feet below the scour elevation.

We understand the footings for the proposed arch culvert will be constructed ±16 to 18 feet below Abernathy Creek Road at ±El. 397.2 (upstream) to El. 395.2 (downstream). At this elevation range, our exploration encountered medium dense sand (alluvium).

Bearing Capacity. We calculated the bearing capacity of a continuous footing assuming footing widths of 4 feet and 6 feet. For fully submerged footings bearing on medium dense sand (alluvium), we calculated an allowable bearing capacity of 3,400 lb/ft^2 (psf) for a 4-foot-wide footing and 4,400 psf for a 6-foot-wide footing. A factor of safety of 3 was used to calculate the allowable bearing capacity.

We understand the proposed footings will be 6-feet wide with a 5.3 kips/ft live load and an 11.4 kips/ft dead load resulting in a foundation contact pressure of ±2,800 psf. Therefore, the medium dense sand encountered at the subgrade elevation is suitable to support the continuous footings.

Settlement. Immediate settlement analyses were performed using the Hough Method (AASHTO, 2020). The initial settlement analyses completed for the 2016 report were based on a sustained loading of 3,400 psf for a 4-foot-wide footing and 4,400 psf for a 6-foot-wide footing. The calculated immediate settlement values are summarized in Table 1.

Table 1. Preliminary Foundation Settlement Summary

Footing Type	Footing Width (feet)	Calculated Total Settlement (inches)
Continuous	4	1.1
Continuous	6	1.2

Note: Ground water depth assumed above the footing depth.

The dead load is less than half the loading assumed in our initial analysis. Therefore, a total settlement of less than an inch is estimated for the planned footing width.

The preliminary analyses assume the base of all footings will be placed a minimum of 24 inches below the finish grade. Additional excavation and replacement with Base Aggregate or similar crushed rock aggregate will be required if the foundation subgrade is loose or disturbed.

Sliding Resistance. We estimated a friction coefficient of 0.5 for sliding between cast-in-place (CIP) concrete footings and the medium dense sand. We do not anticipate the footing to translate sufficiently to develop a passive earth pressure. Therefore, an at-rest earth pressure, as described below, should be used for design.

Lateral Earth Pressures. For calculating the lateral earth pressure, we assumed the arch culvert will be restrained from movement and an at-rest soil condition will develop.

An at-rest condition is also applicable for the headwalls and wingwalls planned for each end of the culvert. We understand that the culvert stem walls will have a slight outward thrust; therefore, an at-rest earth pressure condition is appropriate.

We assume the backfill behind the culvert will consist of Gravel Backfill (WSDOT, Section 9-03.12(2)) with a friction angle (ϕ) of 34 degrees and a unit weight (γ) of 125 lb/ft^3 (pcf). For these conditions, we calculated an at-rest earth pressure coefficient (K_o) of 0.44 and an equivalent fluid density of 55 pcf. A summary of the lateral earth loads is provided in Table 2.

Table 2. Lateral Earth Load Parameters

Parameter	Source	Value
Moist Unit Weight of Backfill	γ_m	125 lb/ft^3
Buoyant Unit Weight of Backfill	γ_b	62.6 lb/ft^3
Internal Friction Angle of Backfill	ϕ'	34°
At-rest Earth Pressure Coefficient, k_o (Backfill)	Rankine's Method	0.44
At-rest Earth Equivalent Fluid Density (Soil) Above Water Table	$K_o * \gamma_m$	55 lb/ft^3
At-rest Earth Equivalent Fluid Density (Soil) Below Water Table	$K_o * \gamma_b$	28 lb/ft^3

Excavations, Dewatering, and Embankment Construction

Excavations for the replacement culvert will be made predominantly in fill consisting of dense silty gravel. Temporary slopes above the water table should be no steeper than 1.5(H):1(V). Dewatering will be required for excavations extending below the water elevation. It is the responsibility of the contractor to maintain stable and safe temporary slopes and provide a plan for dewatering, if necessary.

We anticipate the existing, coarse-grained fill will be suitable for roadway widening and embankment construction. However, plastic, fine-grained soils and organics generated from site excavations should not be incorporated into new fill. Embankments should be benched and compacted per WSDOT Section 2-03.3(14) (Embankment Construction). Final embankment slopes should be no steeper than 2(H):1(V). Embankment construction surrounding the new culvert is expected to be completed in accordance with WSDOT Section 2-03.3(14)I (Embankments at Bridge and Trestle Ends).

Temporary/Detour Structures

We understand Abernathy Creek Road has no alternative routes available. Therefore, the replacement structure will require a temporary bypass route. The temporary travel lane will require a retaining wall and temporary shoring is anticipated for the footing excavations.

RECOMMENDATIONS

All specifications contained herein refer to Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction, 2023 (M 41-10). It is also assumed that these specifications would be referred to for general or specific items not addressed in this report.

Earthwork should be completed during the summer months when Erick Creek is at its lowest level. This schedule will reduce dewatering needs and expedite material placement and compaction. We should be notified to provide wet weather construction recommendations if wet season construction is planned.

Materials

1. Backfill used for the arch culvert should consist of Gravel Backfill per WSDOT Section 9-03.12(2) (Gravel Backfill for Walls), or as approved by the engineer. We should be provided a sample of the intended material or laboratory tests of texture (grain size distribution) for approval, prior to delivery to the site.
2. The culvert foundation drain should be constructed using a 6-inch diameter perforated CPE double wall underdrain pile and backfilled with Gravel Backfill for Drains per WSDOT Section 9-03.12(4). The entire mass of backfill should be wrapped with a Class A, nonwoven geotextile with moderate survivability meeting the requirements of Section 9-33.2(1), Tables 1 and 2.

Arch Culvert

3. Design the continuous spread footings using an allowable bearing capacity of 4,400 psf. This value assumes the footings will be constructed on medium dense sand.

4. Assume the new structure could experience up to 1 inch of immediate settlement if the site is graded and footings are designed and built as recommended herein. However, we expect the settlement will occur quickly as the structure is built. Therefore, long-term settlement is expected to be less than ½ inch.

5. Design the structure, including the arch and adjacent headwalls and wingwalls using an equivalent fluid density of 55 pcf.

6. Design the CIP concrete footings using a friction coefficient of 0.5 for sliding between the concrete footing and the medium dense sand.

7. Design the footings to extend 2 feet below the estimated scour elevation.

Earthwork and Construction

8. It is the responsibility of the contractor to maintain stable and safe temporary slopes during construction. The site soils above the creek level correspond to Occupational Safety and Health Administration Type C soil. OSHA recommends a maximum, temporary cut slope of 1.5(H):1(V) or flatter for Type C soil. The existing embankment primarily consists of silty gravel and sand.

9. Dewatering will be required for excavations extending below the water table. It is the responsibility of the contractor to provide a plan for excavation dewatering prior to construction.

10. Shoring design should be provided by the contractor and should account for the anticipated soil conditions based on the soil profile provided in BH-1. The design should also specify slope, surcharge, and groundwater conditions required on each side of the shoring.

11. Clean the footing excavation of loose material and soil and place concrete on a firm, smooth and undisturbed or compacted sand surface.

12. Backfill within 4 feet of the culvert with free-draining, Gravel Backfill (WSDOT, Section 9-03.12(2) Gravel Backfill for Walls) with the following modifications:

    The material shall consist of 3-inch minus with the following gradation.

3-inch:	99 – 100% passing
1-inch:	45 – 75% passing
¼-inch:	15 – 35% passing
U.S. No. 200:	5% maximum

    70% of the aggregate retained on the 1-inch and ¼-inch sieve shall have at least one fractured face.

    The aggregate shall consist of unweathered, hard, durable, free-draining material that is visibly well-graded from coarse to fine.

Compact all backfill within 4 feet of the culvert in loose lifts not exceeding 6 inches. Moisture condition the backfill to near optimum moisture content at the time of placement and compaction. Documentation of the compaction and moisture conditioning of the backfill should be completed according to WSDOT 2-03.(14)D.

13. Backfill the culvert to maintain even pressures on the sides by maintaining a backfill height within 2 feet of the backfill height on the other side of the culvert.
14. Compact within 4 feet of the culvert, headwalls and wingwalls using only light, hand-operated or walk-behind equipment (such as vibrating plate compactors). Do not use heavy rollers or hydraulic compactors mounted on excavators or backhoes in the wall zone since they may create excessive lateral earth pressures and damage the structure.
15. Embankment construction outside of the culvert zones (i.e., greater than 4 feet from edge of culvert) should be conducted in conformance with WSDOT Section 2-03.3(14) Embankment Construction. The engineer shall observe the embankment foundation materials and instruct the contractor to remove areas of unsuitable or unstable materials as specified in WSDOT Section 2-03.3(14)E Unsuitable Foundation Excavation.
16. Compact Non-moisture density testable materials using the compaction requirements in WSDOT Section 2-03.3(14)A Rock Embankment Construction.
17. Compact Moisture density-testable materials used in embankment areas using Method C as specified by WSDOT Section 2-03.3(14)C Compacting Earth Embankments.

LIMITATIONS

Construction Observation and Testing

A representative from Foundation Engineering should be present to observe the culvert excavation, confirm the assumed subgrade at the anticipated footing elevation, and identify areas for additional sub-excavation and replacement. Geotechnical parameters used for design of temporary shoring should also be reviewed and approved prior to construction.

Any geotechnical engineering judgment during construction should be provided by a representative of Foundation Engineering. Frequent field density tests should be run on all compacted fills, subgrade, and base rock.

VARIATION OF SUBSURFACE CONDITIONS, USE OF INFORMATION AND WARRANTY

The analysis, conclusions and recommendations contained herein are based on the assumption that the subsurface conditions encountered in the boring are representative of overall site conditions. The above recommendations assume we will have the opportunity to review final drawings and be present during construction to observe the subsurface conditions and confirm our design assumptions. We assume that a scour study and scour protection design will be completed by others. No changes to the enclosed recommendations should be made without our approval. We will assume no responsibility or liability for any engineering judgment, inspection or testing performed by others.

This memorandum was prepared for WSP USA, Inc., Cowlitz County, and their design consultants for the Erick Creek Fish Passage project in Cowlitz County, Washington. Information contained herein should not be used for other sites or for unanticipated construction without our written consent. This report is intended for planning and design purposes. Contractors using this information to estimate construction quantities or costs do so at their own risk. Our services do not include any survey, scour analysis, or assessment of potential surface contamination or contamination of the soil or ground water by hazardous or toxic materials. We assume those services, if needed, have been completed by others.

Our work was done in accordance with generally accepted soil and foundation engineering practices. No other warranty, expressed or implied, is made.

Please let us know if you have any questions or comments.

REFERENCES

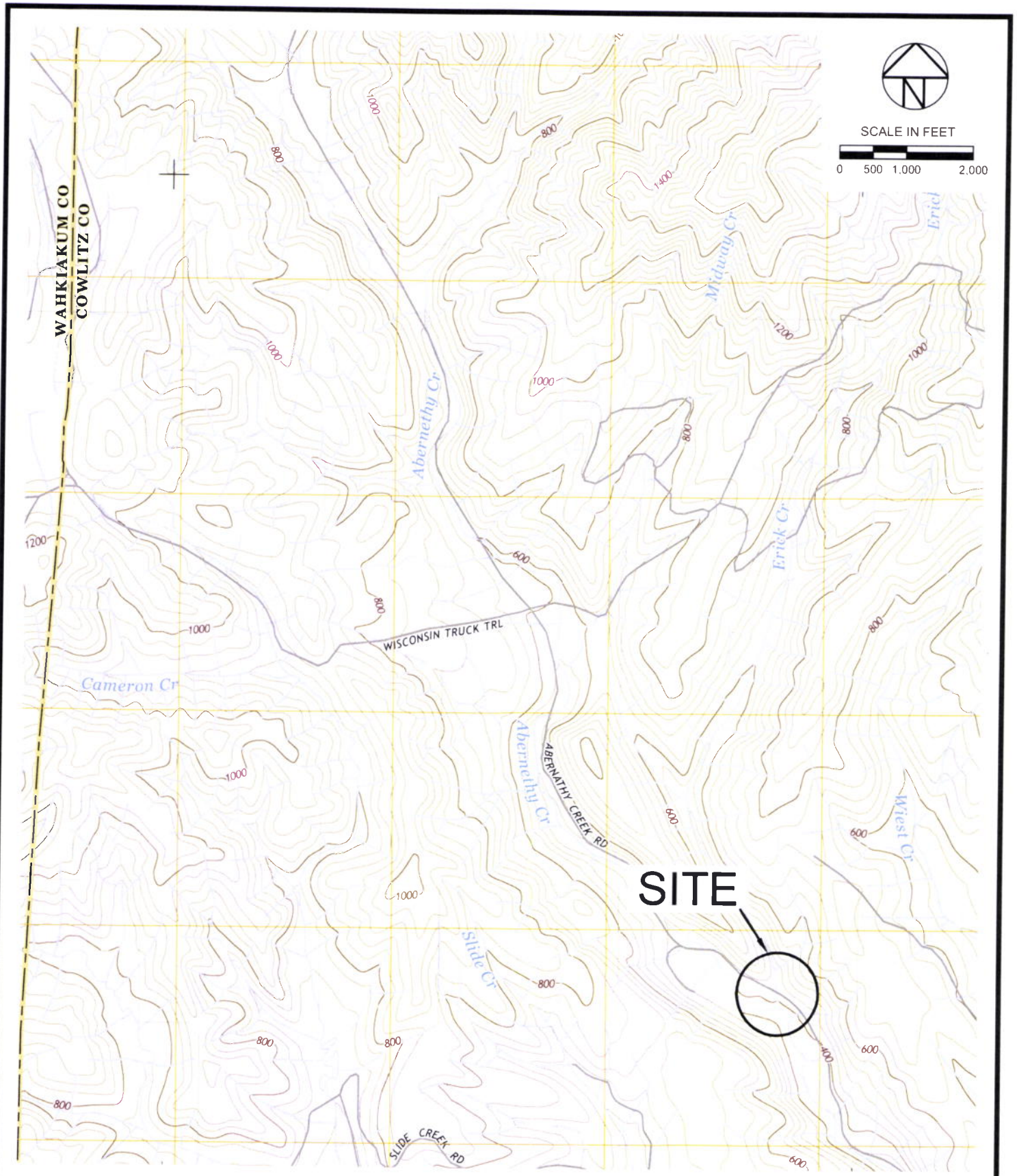
AASHTO, 2020, LRFD Bridge Design Specifications, American Association of State Highway and Transportation Officials (AASHTO).

Walsh, T. J., 1987, Geologic Map of the Astoria and Ilwaco Quadrangles, Washington and Oregon: Washington Division of Geology and Earth Resources Open File Report 87-2, p. 30, 1 sheet.

WSDOT, 2023, Standard Specifications for Road, Bridge, and Municipal Construction, 2023, M 41-10, Washington State Department of Transportation (WSDOT).

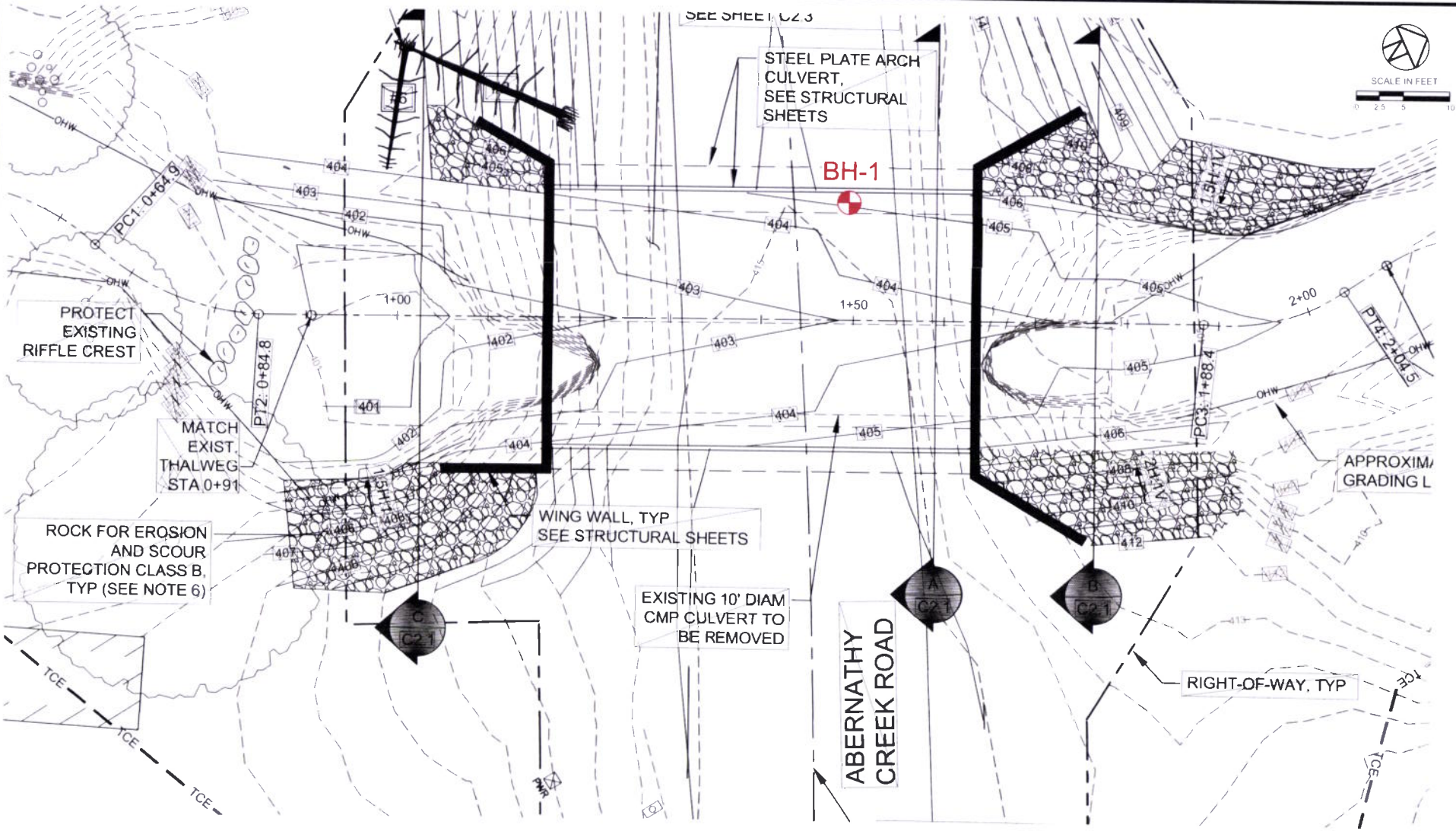
Appendix A

Figures



Note: Base map obtained from the USGS website.

Foundation Engineering, Inc. Professional Geotechnical Services	VICINITY MAP		FIGURE NO. 1A
PROJECT NO. 2231022	DATE: Sep. 7, 2023	DRAWN BY: MJM	ERICK CREEK CULVERT REPLACEMENT COWLITZ COUNTY, WASHINGTON



NOTES:
1. BORING LOCATION WAS ESTABLISHED BY REFERENCE WITH VISIBLE SURFACE FEATURES AND IS APPROXIMATE.
2. BASE MAP PREPARED BY WSP.
3. SEE REPORT FOR A DISCUSSION OF SUBSURFACE CONDITIONS.

Foundation Engineering, Inc. Professional Geotechnical Services			SITE LAYOUT AND BORING LOCATION	FIGURE NO.
PROJECT NO. 2231022	DATE: Sep. 7, 2023	DRAWN BY: MJM	ERICK CREEK CULVERT REPLACEMENT COWLITZ COUNTY, WASHINGTON	2A

FILE: Fig 2A BH loc (10-16-23).dwg

Appendix B

Boring Logs

Foundation Engineering, Inc.
Professional Geotechnical Services

DISTINCTION BETWEEN FIELD LOGS AND FINAL LOGS

A field log is prepared for each boring or test pit by our field representative. The log contains information concerning sampling depths and the presence of various materials such as gravel, cobbles, and fill, and observations of ground water. It also contains our interpretation of the soil conditions between samples. The final logs presented in this report represent our interpretation of the contents of the field logs and the results of the sample examinations and laboratory test results. Our recommendations are based on the contents of the final logs and the information contained therein and not on the field logs.

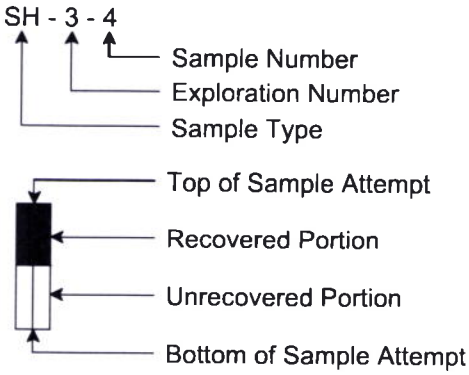
VARIATION IN SOILS BETWEEN TEST PITS AND BORINGS

The final log and related information depict subsurface conditions only at the specific location and on the date indicated. Those using the information contained herein should be aware that soil conditions at other locations or on other dates may differ. Actual foundation or subgrade conditions should be confirmed by us during construction.

TRANSITION BETWEEN SOIL OR ROCK TYPES

The lines designating the interface between soil, fill or rock on the final logs and on subsurface profiles presented in the report are determined by interpolation and are therefore approximate. The transition between the materials may be abrupt or gradual. Only at boring or test pit locations should profiles be considered as reasonably accurate and then only to the degree implied by the notes thereon.

SAMPLE OR TEST SYMBOLS



C - Pavement Core Sample
CS - Rock Core Sample
OS - Oversize Sample (3-inch O.D. split-spoon)
S - Grab Sample
SH - Thin-walled Shelby Tube Sample
SS - Standard Penetration Test Sample (2-inch O.D. split-spoon)

▲ Standard Penetration Test Resistance equals the number of blows a 140 lb. weight falling 30 in. is required to drive a standard split-spoon sampler 1 ft. Practical refusal is equal to 50 or more blows per 6 in. of sampler penetration.

● Water Content (%)

FIELD SHEAR STRENGTH TEST

Shear strength measurements on test pit side walls, blocks of soil or Shelby tube samples are typically made with Torvane or Field Vane shear devices.

WATER TABLE

▼ Water Table Location

(1/31/16) Date of Measurement

TYPICAL SOIL/ROCK SYMBOLS

Concrete	Silt	Basalt
Organics	Sand	Sandstone
Clay	Gravel	Siltstone

UNIFIED SOIL CLASSIFICATION SYMBOLS

G - Gravel	W - Well Graded
S - Sand	P - Poorly Graded
M - Silt	L - Low Plasticity
C - Clay	H - High Plasticity
Pt - Peat	O - Organic

Foundation Engineering, Inc.
Professional Geotechnical Services

SYMBOL KEY

EXPLORATION LOGS

Explanation of Common Terms Used in Soil Descriptions

Field Identification	Cohesive Soils			Granular Soils	
	SPT*	S_u** (tsf)	Term	SPT*	Term
Easily penetrated several inches by fist.	0 - 2	< 0.125	Very Soft	0 - 4	Very Loose
Easily penetrated several inches by thumb.	2 - 4	0.125 - 0.25	Soft	4 - 10	Loose
Can be penetrated several inches by thumb with moderate effort.	4 - 8	0.25 - 0.50	Medium Stiff	10 - 30	Medium Dense
Readily indented by thumb but penetrated only with great effort.	8 - 15	0.50 - 1.0	Stiff	30 - 50	Dense
Readily indented by thumbnail.	15 - 30	1.0 - 2.0	Very Stiff	> 50	Very Dense
Indented with difficulty by thumbnail.	> 30	> 2.0	Hard		

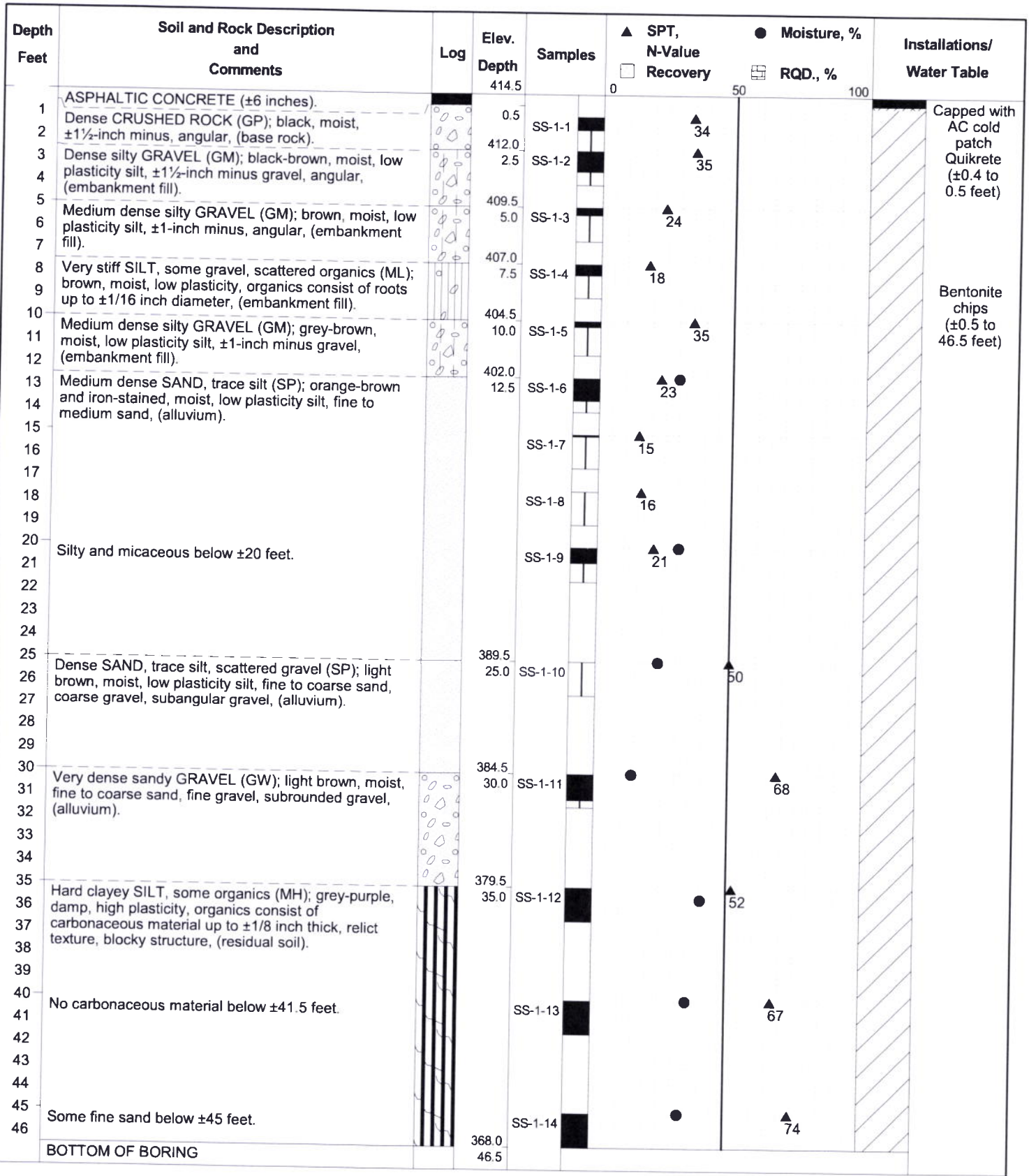
* SPT N-value in blows per foot (bpf)
** Undrained shear strength

Term	Soil Moisture Field Description
Dry	Absence of moisture. Dusty. Dry to the touch.
Damp	Soil has moisture. Cohesive soils are below plastic limit and usually moldable.
Moist	Grains appear darkened, but no visible water. Silt/clay will clump. Sand will bulk. Soils are often at or near plastic limit.
Wet	Visible water on larger grain surfaces. Sand and cohesionless silt exhibit dilatancy. Cohesive soil can be readily remolded. Soil leaves wetness on the hand when squeezed. Soil is wetter than the optimum moisture content and above the plastic limit.

Term	PI	Plasticity Field Test
Non-plastic	0 - 3	Cannot be rolled into a thread at any moisture.
Low Plasticity	3 - 15	Can be rolled into a thread with some difficulty.
Medium Plasticity	15 - 30	Easily rolled into thread.
High Plasticity	> 30	Easily rolled and re-rolled into thread.

Term	Soil Structure Criteria
Stratified	Alternating layers at least ¼ inch thick.
Laminated	Alternating layers less than ¼ inch thick.
Fissured	Contains shears and partings along planes of weakness.
Slickensided	Partings appear glossy or striated.
Blocky	Breaks into small lumps that resist further breakdown.
Lensed	Contains pockets of different soils.

Term	Soil Cementation Criteria
Weak	Breaks under light finger pressure.
Moderate	Breaks under hard finger pressure.
Strong	Will not break with finger pressure.



Project No.: 2231022

Surface Elevation: 414.5 feet (Approx.)

Date of Boring: June 13, 2016

Boring Log: BH-1

Erick Creek Culvert Replacement

Cowlitz County, Washington

Foundation Engineering, Inc.

Appendix C

Laboratory Testing

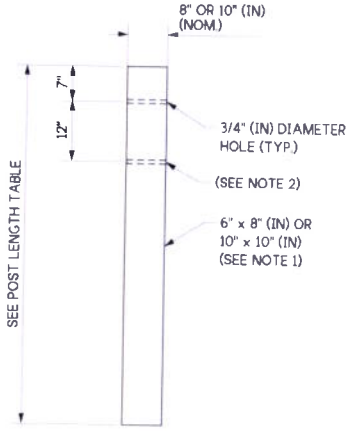
Foundation Engineering, Inc.
Professional Geotechnical Services

Table 1C. Water Content (ASTM D2216) and Percent Fines (ASTM D1140) Test Results

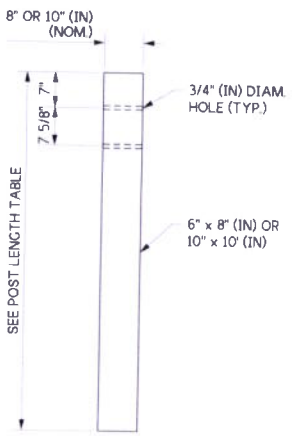
Exploration Number	Sample Number	Sample Depth (feet)	Water Content (%)	Percent Fines (%)
BH-1	SS-1-6	12.5 – 14.0	29.8	-
BH-1	SS-1-9	20.0 – 21.5	30.3	21.4
BH-1	SS-1-10	25.0 – 26.5	23.2	-
BH-1	SS-1-11	30.0 – 31.5	13.9	-
BH-1	SS-1-12	35.0 – 36.5	40.3	-
BH-1	SS-1-13	40.0 – 41.5	35.2	-
BH-1	SS-1-14	45.0 – 46.5	32.8	-

APPENDIX F

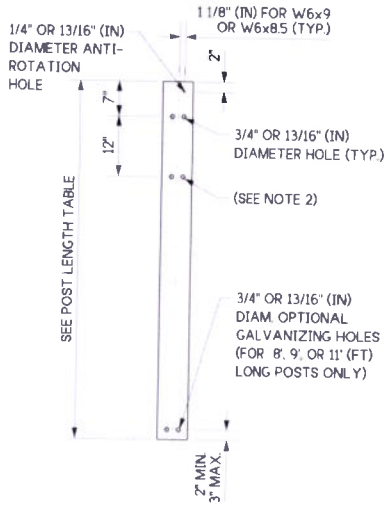
Applicable Standard Plans



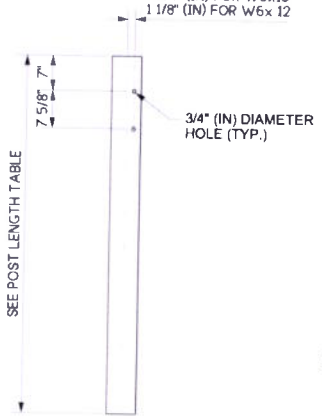
W-BEAM
(WOOD POST)



THRIE-BEAM
(WOOD POST)



W-BEAM
(STEEL POST ~ SEE NOTES 3 AND 4)



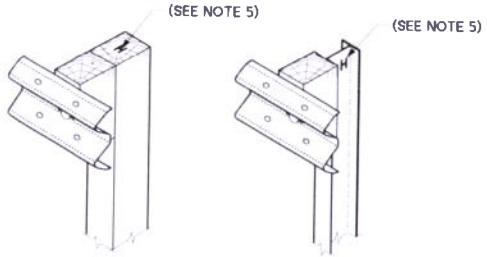
THRIE-BEAM
(STEEL POST ~ SEE NOTES 3 AND 4)

POST LENGTH TABLE	
GUARDRAIL TYPE	LENGTH
TYPE 31	6' - 0"
	8' - 0" ★
	9' - 0" ★
	11' - 0" ★
THRIE BEAM	VARIES ★★

★ SEE CONTRACT FOR "BEAM GUARDRAIL TYPE - __ FT. LONG POST" LENGTHS. (SEE NOTE 5)

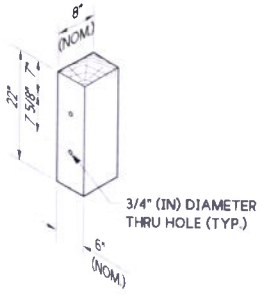
★★ SEE STANDARD PLANS FOR THRIE BEAM POST LENGTHS

ROUTERED WOOD BLOCKS FOR STEEL POST TABLE		
POST	A	B
W6 x 8.5	6" NOMINAL	4 1/4"
W6 x 9	6" NOMINAL	4 1/4"
W6 x 12	6" NOMINAL	4 1/4"
W6 x 15	8" NOMINAL	6 1/4"

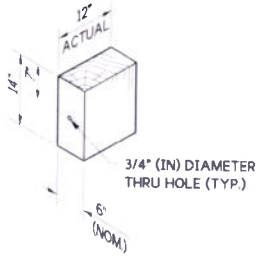


TIMBER POST STEEL POST

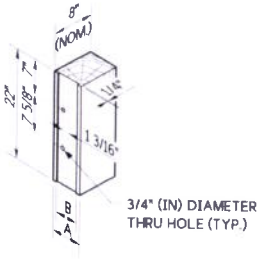
PARTIAL ASSEMBLY DETAIL



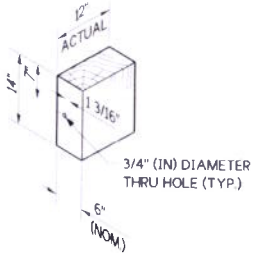
THRIE-BEAM WOOD BLOCK FOR WOOD POST



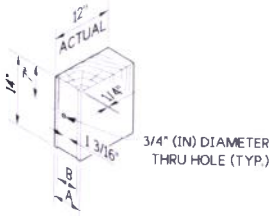
W-BEAM WOOD BLOCK FOR WOOD POST



ROUTERED THRIE-BEAM WOOD BLOCK FOR STEEL POST



W-BEAM WOOD BLOCK FOR STEEL POST



ROUTERED W-BEAM WOOD BLOCK FOR STEEL POST

NOTES:

1. Wood posts for all guardrail placement plans shall be 6" x 8' (in) except where noted otherwise.
2. Lower hole is for w-beam rub rail of Beam Guardrail Type 31 - Buried Terminal Type 2.
3. W6x8.5 or W6x9 steel posts and timber blocks are alternates for 6x8 timber posts and blocks. W6x15 steel posts and timber blocks are alternates for 10" x 10" (in) timber posts and blocks.
4. Attach blockouts to steel posts using bolt holes on approaching traffic side of post web.
5. When "Beam Guardrail Type - _ _ Ft. Long Post" is specified in the contract, the post length shall be stamped with numbers, 1 1/2" min. high x 3/4" (in) wide at the location where the letter "H" is shown in the ASSEMBLY DETAIL. For wood post applications, the letter shall be stamped to a minimum depth of 1/4" (in). For steel post applications, the letter shall be legible after the post is galvanized. After post installation, it shall be the Contractor's responsibility to ensure the stamped numbers remain visible.

Oct 12, 2023

BEAM GUARDRAIL POSTS AND BLOCKS

STANDARD PLAN C-1b

SHEET 1 OF 1 SHEET

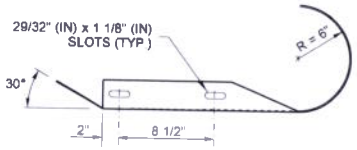
APPROVED FOR PUBLICATION

Oct 12, 2023

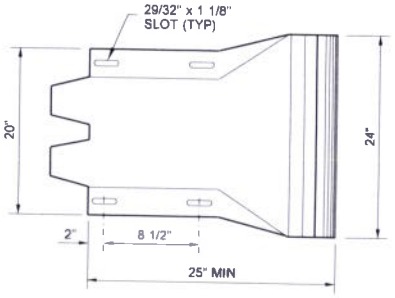
STATE DESIGN ENGINEER

Washington State Department of Transportation

DRAWN BY: FERN LIDDELL

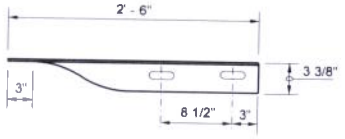


PLAN

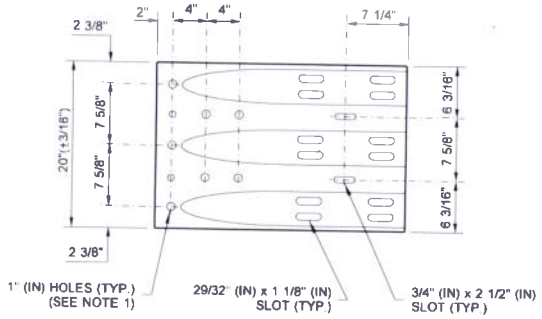


ELEVATION

DESIGN C (THRIE BEAM)



PLAN



ELEVATION

DESIGN F (THRIE BEAM)

(SEE NOTE 2)

NOTES

1. Attach guardrail to bridge rail or concrete barrier with 7/8" (in) diameter bolts (five minimum) **Standard Specification Section 9-06.5(4),** with thin slab ferrule inserts or resin bonded anchors. See the Contract Plans.
2. In cases where Design F End Section is lapped on the outside of the guardrail, a galvanized 1" (in) ID, 2" (in) OD, 0.134" (in) thick, narrow Type A Plain Washer or an anchor rail washer will be placed under the splice bolt heads.

JOHN PATRICK DONAHUE
STATE OF WASHINGTON
29023
REGISTERED
PROFESSIONAL ENGINEER

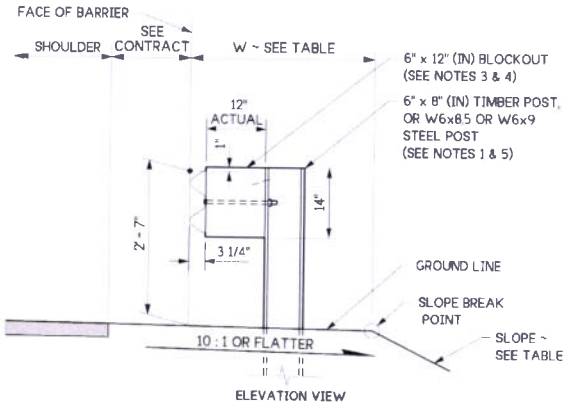
Sep 8, 2022

THRIE BEAM END SECTIONS

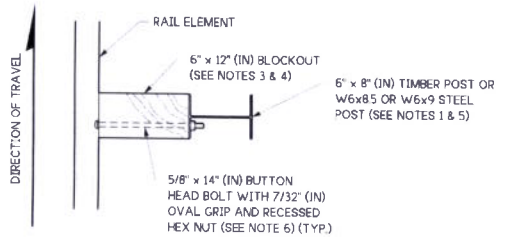
STANDARD PLAN C-7a

SHEET 1 OF 1 SHEET

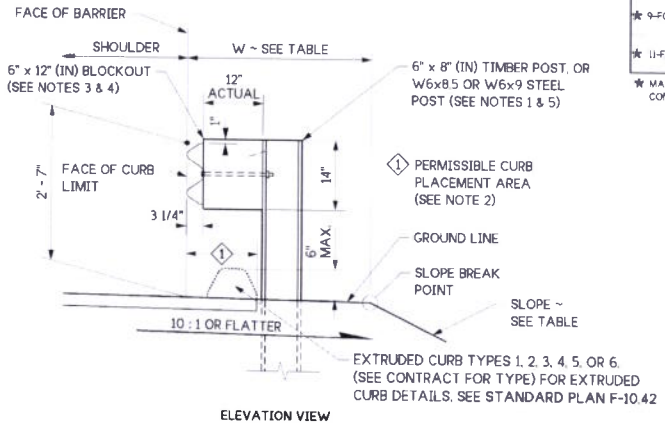
APPROVED FOR PUBLICATION
Mark Gaines Sep 8, 2022
STATE DESIGN ENGINEER
Washington State Department of Transportation



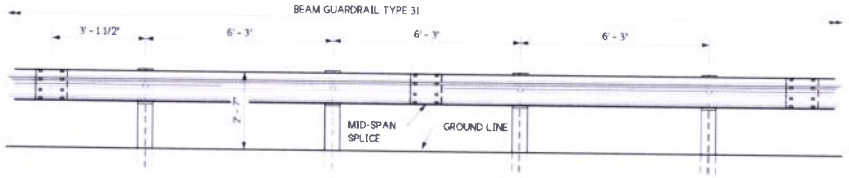
TYPICAL ELEVATION ~ WITHOUT CURB



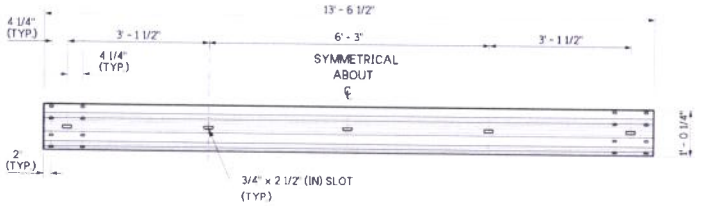
PLAN VIEW



TYPICAL SECTION ~ WITH CURB



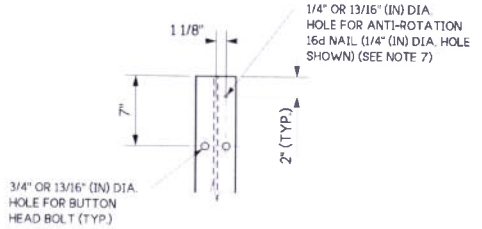
TYPICAL ELEVATION



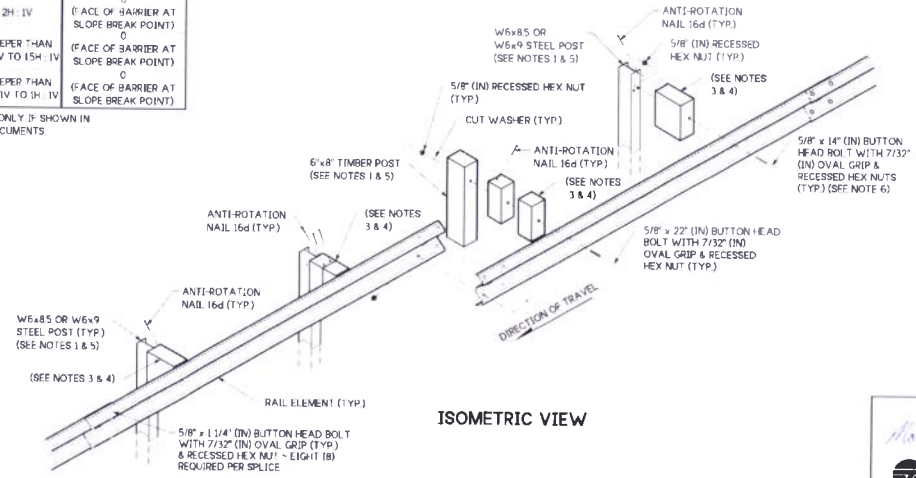
TYPICAL RAIL ELEMENT

SLOPE/EMBANKMENT TABLE FOR 6', 8', 9', AND 11' LONG POSTS		
POST LENGTH	SLOPE	W (FT)
6-FOOT	2H : 1V OR FLATTER	2.5 MIN.
6-FOOT	1H : 1V OR FLATTER	4.0 MIN.
8-FOOT	STEEPER THAN 2H : 1V TO 1H : 1V	2.5 MIN.
8-FOOT	2H : 1V	0 (FACE OF BARRIER AT SLOPE BREAK POINT)
★ 9-FOOT	STEEPER THAN 2H : 1V TO 1.5H : 1V	0 (FACE OF BARRIER AT SLOPE BREAK POINT)
★ 11-FOOT	STEEPER THAN 1.5H : 1V TO 1H : 1V	0 (FACE OF BARRIER AT SLOPE BREAK POINT)

★ MAY BE USED ONLY IF SHOWN IN CONTRACT DOCUMENTS



STEEL POST



ISOMETRIC VIEW

NOTES

1. Refer to Standard Plan C-1b for additional details not shown on this plan.
2. Extend shoulder pavement to provide a base for the extruded curb. See Contract Plans for exceptions to distances shown.
3. Use a single block or combination of blocks (no more than two (2) to achieve the actual 12" (in) offset. See **Standard Specification Section 9-16.3(2)**. Wood blocks shall be secured to the posts with anti-rotation nails. If combination blocks are used, the adjacent blocks shall be toenailed with two 16d galvanized nails to prevent block rotation.
4. Wood blocks are shown. Blocks of an approved alternative material may be used. See **Standard Specification Section 9-16.3(2)**.
5. All posts for any standard barrier run shall be of the same type: timber or steel.
6. Attach blockouts to steel posts using bolt holes on approaching traffic side of post web.
7. Anti-rotation holes in steel posts are not required when using blocks with anti-rotation features (e.g., routered blocks).

Oct 12, 2023

BEAM GUARDRAIL TYPE 31

STANDARD PLAN C-20.10-09

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

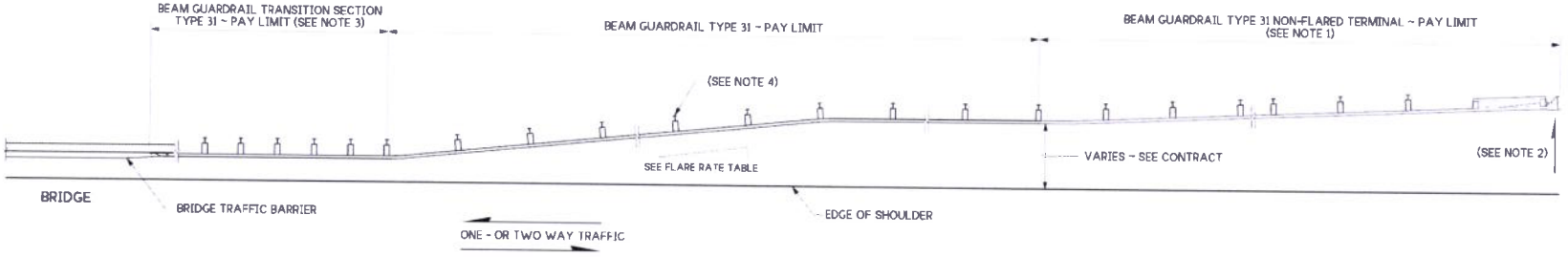
Oct 12, 2023

STATE DESIGN ENGINEER

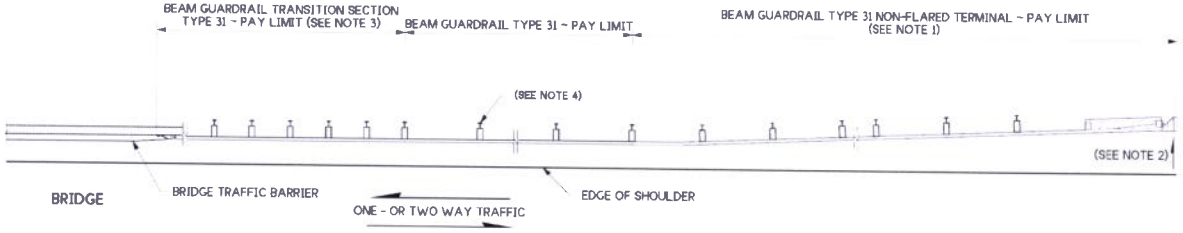
Washington State Department of Transportation

NOTES:

1. For details, see **Standard Plan C-22.40** or C-22.45.
2. The slope from the edge of the paved shoulder into the back of the guardrail post should not be steeper than 10H : 1V.
3. See Contract for Beam Guardrail Transition Section type and Connection to Bridge Traffic Barrier or Concrete Barrier. See **Standard Plan C-24.10** for connection details.
4. Timber or steel post. Steel post shown.



CASE 4 - 31



CASE 5 - 31

FLARE RATE TABLE	
POSTED SPEED (MPH)	RATE (FT)
65 - 70	15 : 1 OR FLATTER
60	14 : 1 OR FLATTER
55	12 : 1 OR FLATTER
50	11 : 1 OR FLATTER
45	10 : 1 OR FLATTER
40 OR LESS	9 : 1 OR FLATTER

TIMOTHY J MOECKEL
STATE OF WASHINGTON
56294
REGISTERED
PROFESSIONAL ENGINEER

Oct 12, 2023

BEAM GUARDRAIL TYPE 31 PLACEMENT CASES (4-31 & 5-31) STANDARD PLAN C-20.15-03

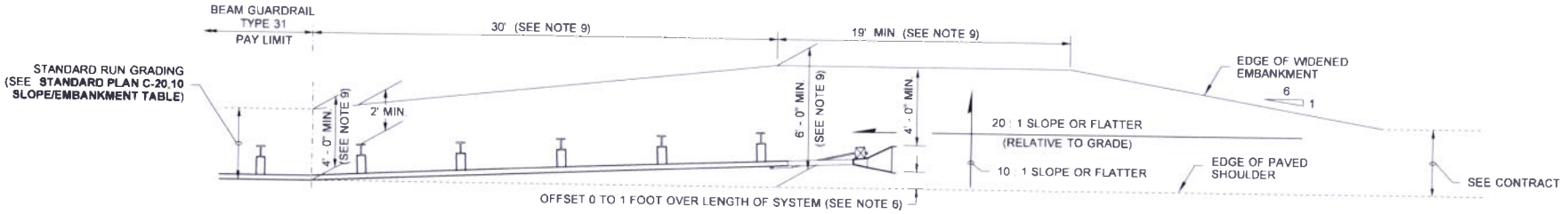
SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

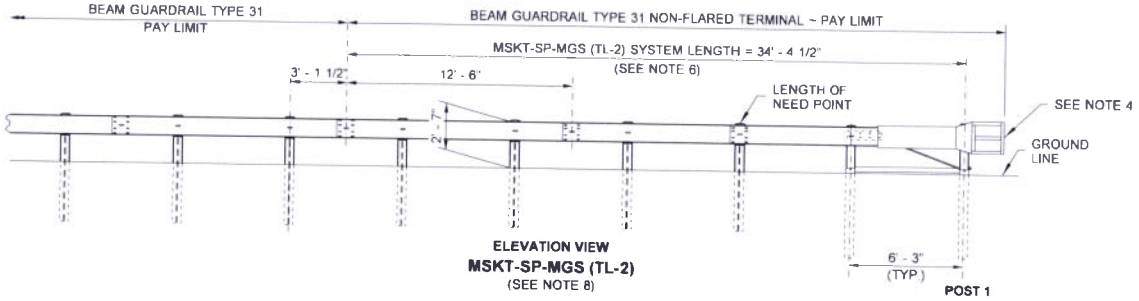
Oct 12, 2023

STATE DESIGN ENGINEER

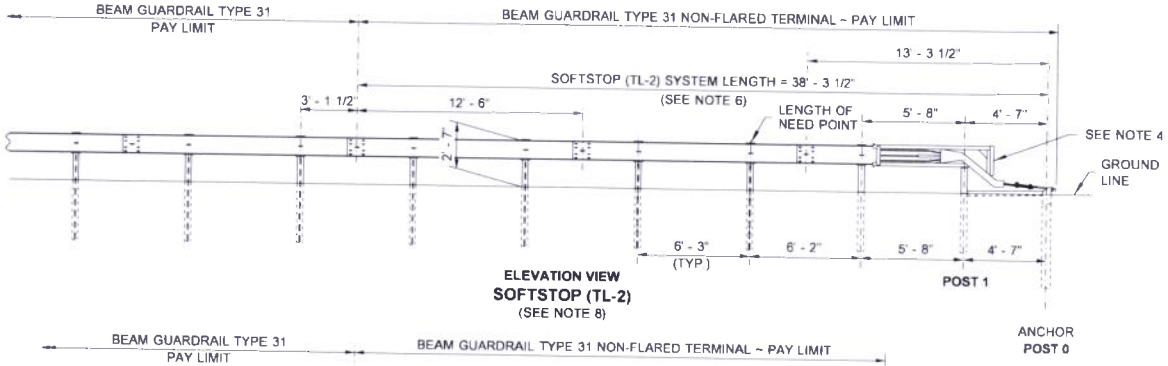
Washington State Department of Transportation



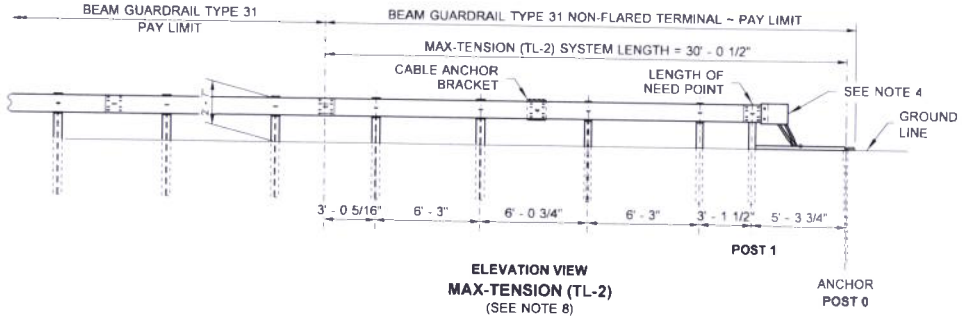
PLAN VIEW
(MSKT-SP-MGS (TL-2) SHOWN)



ELEVATION VIEW
MSKT-SP-MGS (TL-2)
(SEE NOTE 8)



ELEVATION VIEW
SOFTSTOP (TL-2)
(SEE NOTE 8)



ELEVATION VIEW
MAX-TENSION (TL-2)
(SEE NOTE 8)

NOTES

1. The Implementation of the Manual for Assessment of Safety Hardware (MASH) criteria may result in the acceptance of guardrail terminal systems currently not shown on this plan. Non-Flared terminals shall be selected from the WSDOT Qualified Products List (QPL) or approved through the WSDOT Request for Approval of Materials (RAM) process.
2. This terminal is MASH compliant at Test Level Two (TL-2) and may be used in applications with posted speed of 45 mph or less.
3. An MSKT-SP-MGS (TL-2) as manufactured by Road Systems, Inc, SOFTSTOP (TL-2) as manufactured by Trinity Highway Products, LLC, or MAX-TENSION (TL-2) as manufactured by Lindsay Transportation Solutions, shall be installed according to manufacturer's recommendations.
4. A reflectorized object marker shall be installed according to manufacturer's recommendations.
5. Snow load rail washers shall not be installed within the terminal limits.
6. Provide an offset between 0 to 1 foot so that the impact head does not encroach onto the paved shoulder. The offset is provided over the length of the terminal system from the center of the last post splice to either: (1) The face of the impact head at its leading edge (MSKT-SP-MGS), or (2) The center of anchor **Post 0** (Softstop or Max-Tension). Provide the maximum offset where practicable.
7. For terminal details, see WSDOT approved manufacturer's drawings.
8. These terminals are supplied with steel posts only. They can be used with beam guardrail Type 31 runs, composed of steel or wood guardrail posts.
9. The widened embankment dimensions shown on this plan will satisfy the installation requirements of all 3 guardrail terminal systems shown on this plan.

JOHN PATRICK DONAHUE
STATE OF WASHINGTON
23023
REGISTERED
PROFESSIONAL ENGINEER

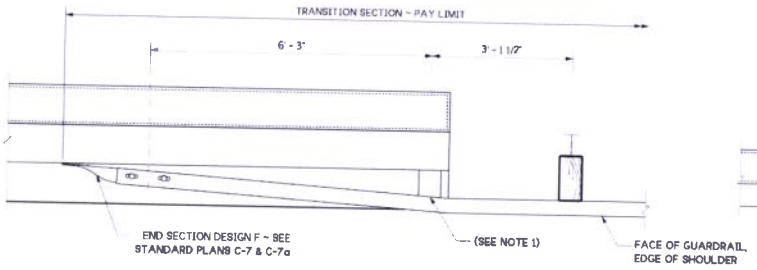
Sep 8, 2022

BEAM GUARDRAIL TYPE 31 NON-FLARED TERMINAL (POSTED SPEED 45 MPH AND BELOW)

STANDARD PLAN C-22.45-06

SHEET 1 OF 1 SHEET

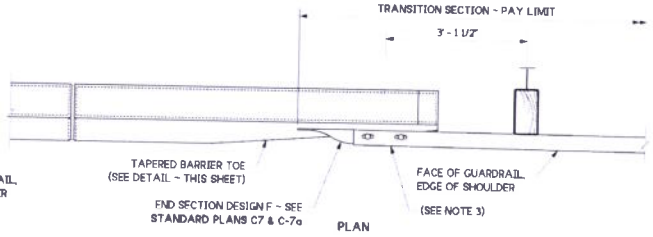
APPROVED FOR PUBLICATION
Mark Gainer Sep 8, 2022
STATE DESIGN ENGINEER
Washington State Department of Transportation



PLAN

A CONNECTION

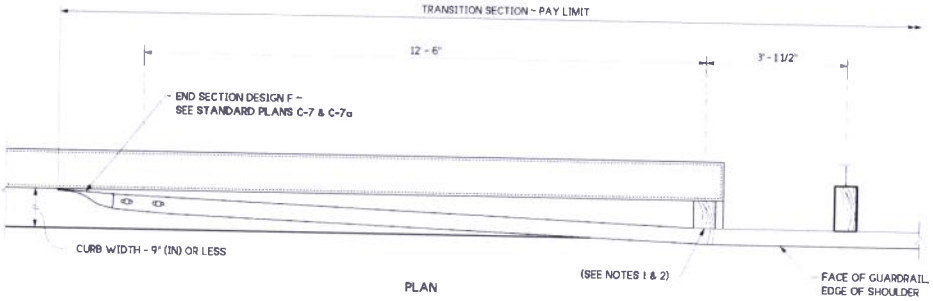
FOR UNRESTRAINED PRECAST CONCRETE BARRIER (TYPE F, TYPE 2)



PLAN

D CONNECTION

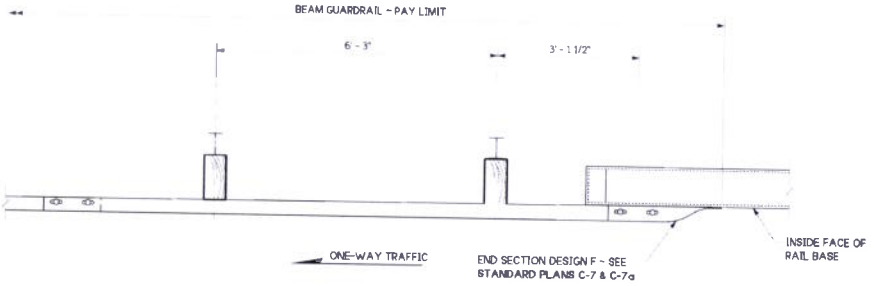
FOR VERTICAL WALLS, SINGLE SLOPE BRIDGE RAIL, SINGLE SLOPE CONCRETE BARRIER, TAPERED SAFETY SHAPE BRIDGE RAIL (TYPE F OR TYPE 2), AND TAPERED SAFETY SHAPE CONCRETE BARRIER WITH ANCHORS (TYPE F, TYPE 2)
(TAPERED SAFETY SHAPE BARRIER SHOWN)



PLAN

B CONNECTION

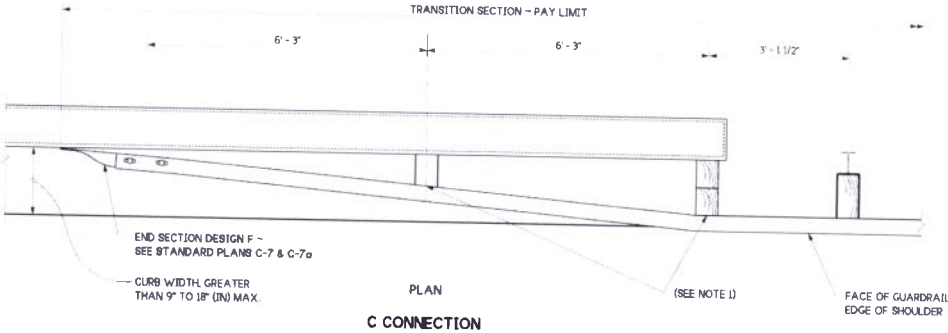
FOR BRIDGE RAILS WITH CURBS 9" (IN) OR LESS, UNTAPERED SAFETY SHAPE BRIDGE RAIL (TYPE F, TYPE 2), AND UNTAPERED SAFETY SHAPE CONCRETE BARRIER WITH ANCHORS (TYPE F, TYPE 2).



PLAN

F CONNECTION

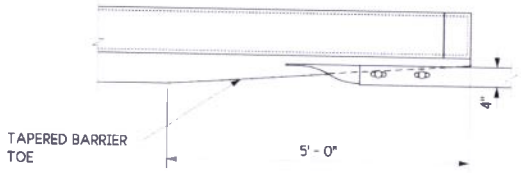
FOR ALL BRIDGE RAIL AND CONCRETE BARRIER TYPES LOCATED ON TRAILING ENDS OF ONE-WAY TRAFFIC ROADWAYS



PLAN

C CONNECTION

FOR BRIDGE RAILS WITH CURBS BETWEEN 9" AND 18" (IN)



PLAN

TAPERED BARRIER TOE DETAIL

NOTES

1. Attach guardrail to bridge rail or concrete barrier with 7/8" (in) diameter bolts in accordance with Standard Specification Section 9-06.5(4) with thin slab ferrule inserts, or with resin-bonded anchors per Standard Specification Section 9-06.4.
2. If the last guardrail post is 3" (in) or less from the end of the bridge barrier, this attachment and blockout is not necessary.
3. See Bridge Plans for additional connection details.
4. Wood blocks shown. Blocks of alternate material may be used. See Standard Specification Section 9-16.3 (2).
5. Steel posts shown. Timber posts may be used.

Oct 13, 2023

GUARDRAIL CONNECTION TO BRIDGE RAIL OR CONCRETE BARRIER STANDARD PLAN C-24.10-04

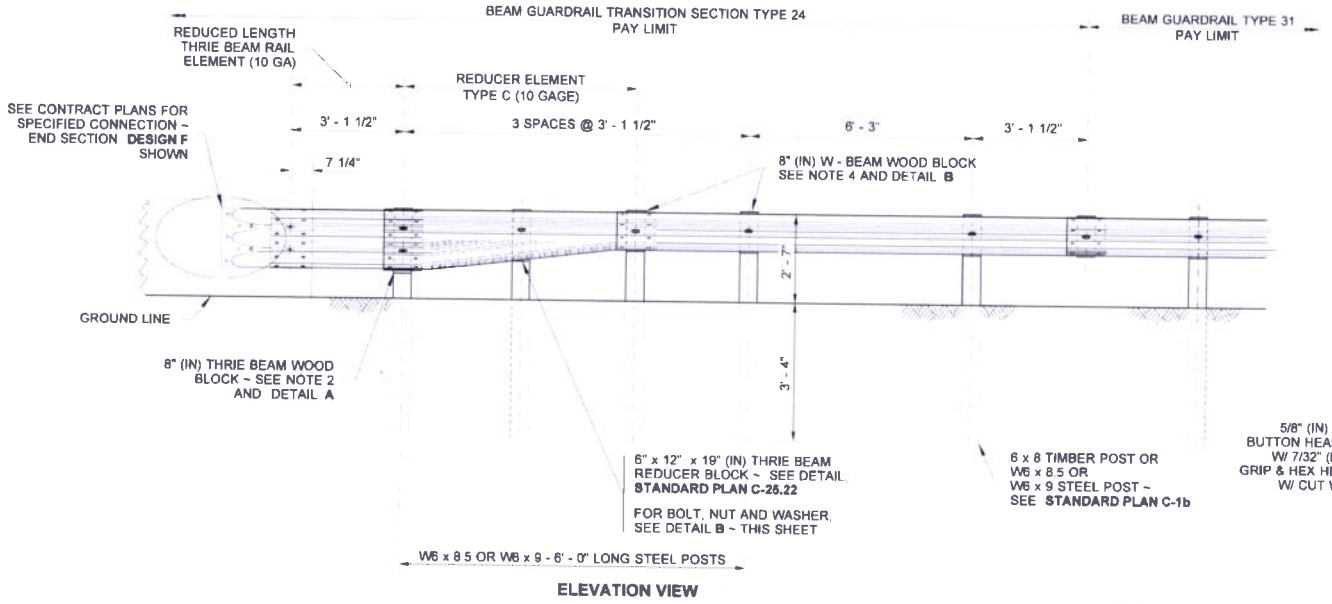
SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Oct 16, 2023

STATE DESIGN ENGINEER

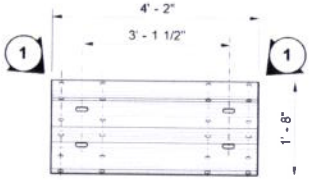
Washington State Department of Transportation



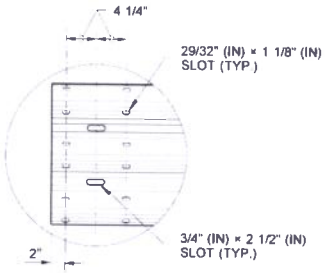
ELEVATION VIEW

LEFT

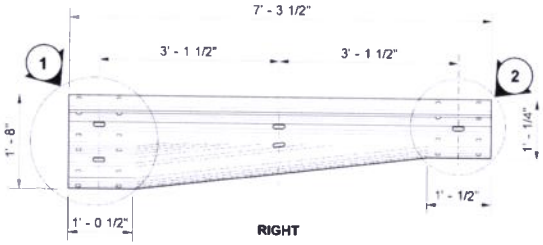
(MIRROR OF RIGHT)



REDUCED LENGTH THRIE-BEAM RAIL ELEMENT 10 GAGE

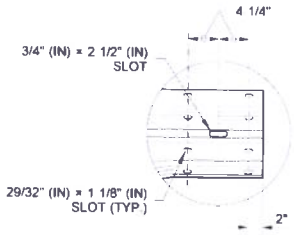


DETAIL (1)



RIGHT

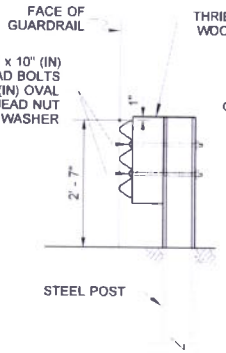
REDUCER ELEMENT TYPE C



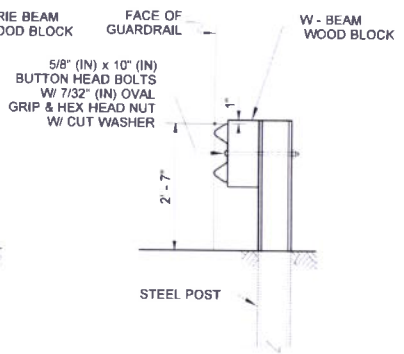
DETAIL (2)

NOTES

1. This guardrail transition is for connection to a vertical concrete shape, a single slope, or a safety-shape barrier. The toe of the single slope and the safety-shape barrier shall be tapered or the barrier blocked out so that the toe of the barrier does not project beyond the face of the approach guardrail.
2. See **Standard Plan C-1b** for thrie beam wood block detail.
3. See **Standard Plan C-20.10** for typical components (nuts,washers and bolts) at splices.
4. See **Standard Plan C-1b** for W-Beam wood block detail.
5. All rail sections shall be lapped in the direction of traffic.
6. See **Standard Plan C-24.10** for details regarding connection to bridge rail or traffic barrier.
7. See **Standard Plans A-50.10,** or **A-50.40** for beam guardrail transition grading details at bridge ends.



DETAIL A



DETAIL B

JOHN PATRICK DONAHUE
STATE OF WASHINGTON
29023
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PROFESSIONAL ENGINEER

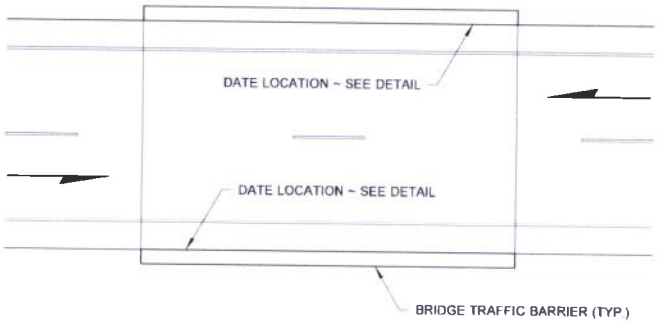
Aug 17, 2021

BEAM GUARDRAIL (TYPE 31)
TRANSITION SECTION TYPE 24
(POSTED SPEED 45 MPH AND BELOW)

STANDARD PLAN C-25.30-01

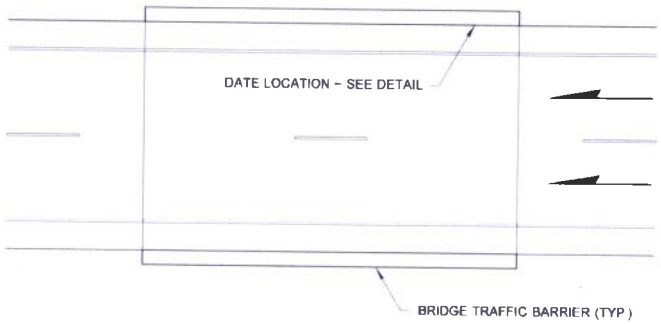
SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION
Aug 20, 2021
STATE DESIGN ENGINEER
Washington State Department of Transportation



PLAN VIEW

DATE LOCATION ON TWO-WAY BRIDGES

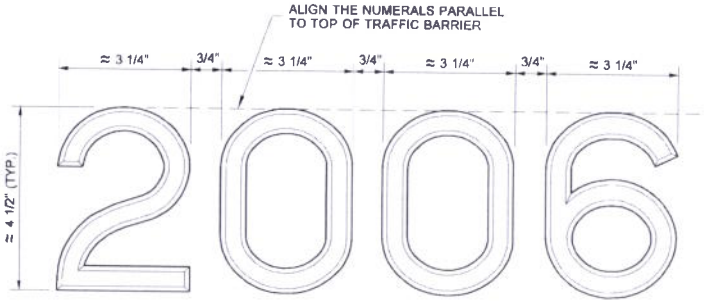


PLAN VIEW

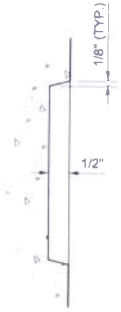
DATE LOCATION ON ONE-WAY BRIDGES

NOTES

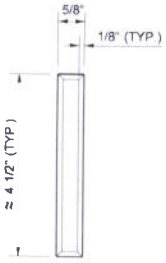
1. All numerals are approx. 3 1/4" wide except numeral "1" which is approx. 5/8" wide.
2. Spacing between the numeral "1" and any other numeral is 1". Spacing between all other numerals is 3/4".
3. Traffic Barrier Connections between the bridge and the approaching roadway vary and may consist of concrete barrier extensions. Install the Date Numerals on the traffic barrier of the bridge itself.



TYPICAL DATE NUMERALS

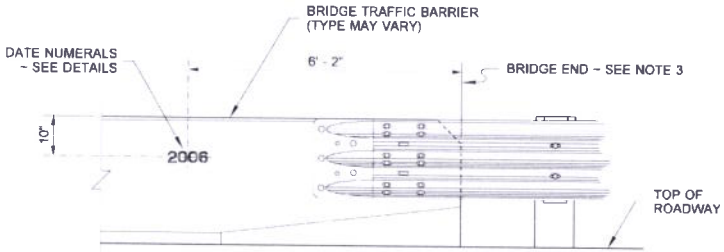


TYPICAL SECTION VIEW



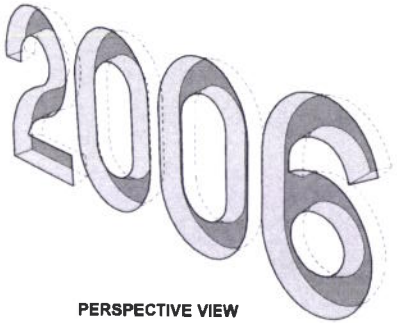
NUMERAL "1"

DATE NUMERAL DETAILS



ELEVATION VIEW

DATE LOCATION DETAIL



PERSPECTIVE VIEW

EXPIRES: AUGUST 26, 2007

NOTE: THIS PLAN IS NOT A LEGAL ENGINEERING DOCUMENT BUT AN ELECTRONIC DUPLICATE. THE ORIGINAL, SIGNED BY THE ENGINEER AND APPROVED FOR PUBLICATION, IS KEPT ON FILE IN THE OFFICE OF ENGINEERING AND REGULATION. A COPY MAY BE OBTAINED UPON REQUEST.

DATE NUMERAL PLACEMENT ON BRIDGE TRAFFIC BARRIER STANDARD PLAN E-1

SHEET 1 OF 1 SHEET

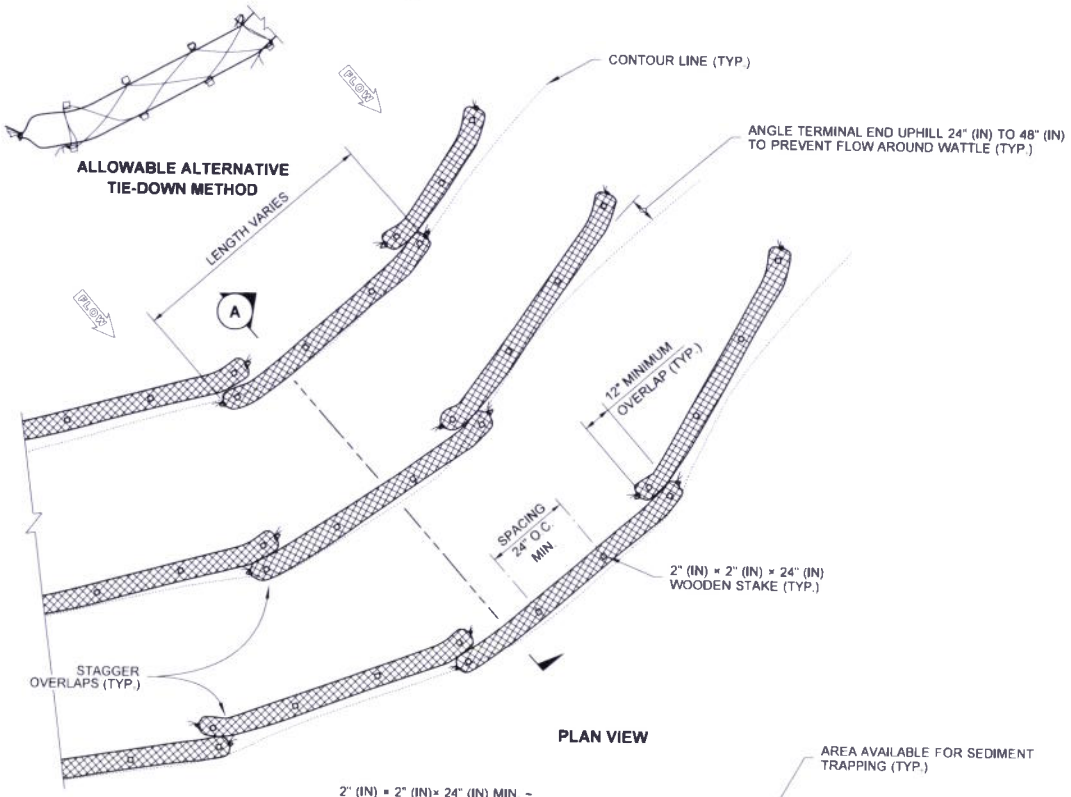
APPROVED FOR PUBLICATION

Ken L. Smith — STATE DESIGN ENGINEER

02-21-07 — DATE

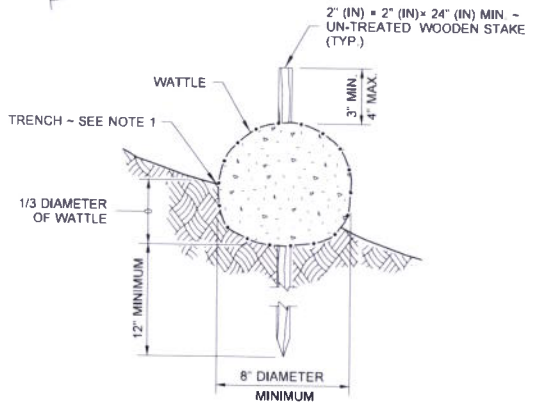
Washington State Department of Transportation

DRAWN BY: FERN LIDDELL

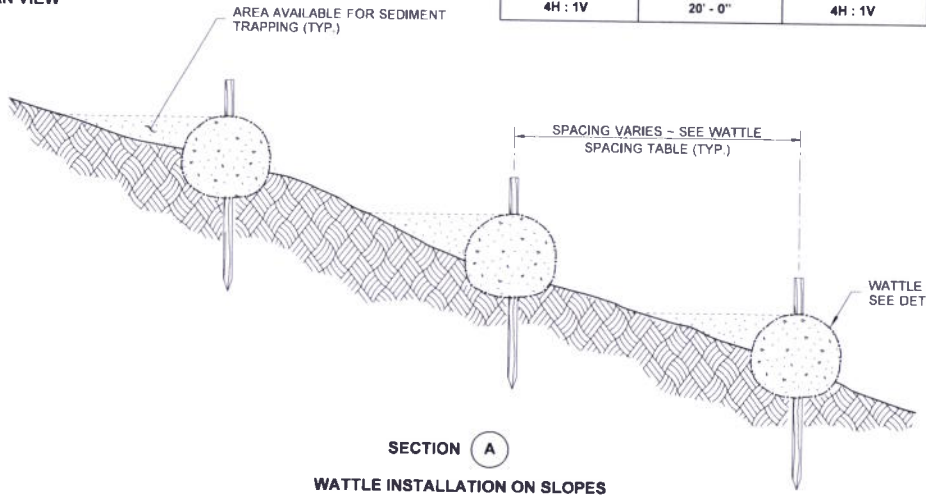


PLAN VIEW

WATTLE SPACING TABLE			
TEMPORARY		PERMANENT	
8" - 10" OR 10" - 12" DIAM.		10" - 12" DIAM.	
SLOPE	MAX. SPACING	SLOPE	MAX. SPACING
1H : 1V	5' - 0"	-	-
2H : 1V	10' - 0"	2H : 1V	5' - 0"
3H : 1V	15' - 0"	3H : 1V	10' - 0"
4H : 1V	20' - 0"	4H : 1V	15' - 0"



WATTLE DETAIL



SECTION (A)

WATTLE INSTALLATION ON SLOPES

NOTES

1. Wattles shall be in accordance with **Standard Specification, Section 9-14.5(5).** Install Wattles along contours. Installation shall be in accordance with **Standard Specification, Section 8-01.3(10).**
2. Securely knot each end of Wattle. Overlap adjacent Wattle ends 12" (in) behind one another and securely tie together.
3. Compact excavated soil and trenches to prevent undercutting. Additional staking may be necessary to prevent undercutting.
4. Install Wattle perpendicular to flow along contours.
5. Wattles shall be inspected regularly, and immediately after a rainfall produces runoff, to ensure they remain thoroughly entrenched and in contact with the soil.
6. Perform maintenance in accordance with **Standard Specification, Section 8-01.3(15).**
7. Refer to **Standard Specification, Section 8-01.3(16)** for removal.

STATE OF WASHINGTON · JULI DEE HARTWIG · NO. 1422 EXP 06/21/2021 · LANDSCAPE ARCHITECT

Hartwig, Juli
Jun 4 2019 8:05 AM

WATTLE INSTALLATION ON SLOPE

STANDARD PLAN I-30.30-02

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION
Roark, Steve
Jun 12 2019 7:41 AM
STATE DESIGN ENGINEER
Washington State Department of Transportation

ATTENTION PROPERTY OWNERS
AND
CONTRACTORS

CALL BEFORE
YOU DIG
1-800-424-5555

The Cowlitz County Utility Coordination Council is comprised of local utilities whose common purpose is to help prevent accidents and damages to their underground facilities. ONE TELEPHONE CALL, 1-800-424-5555, two (2) working days prior to digging will relay a message to these utilities. On the next page is a listing of utilities and entities belonging to the Council.

Forty-eight (48) hours' notice (excluding weekends and holidays) is requested to permit our locators to mark our facilities for you. ONE CALL answering service is available twenty-four (24) hours a day, seven (7) days a week. All calls are recorded. (EMERGENCY LINE LOCATES ARE AVAILABLE AT ALL TIMES).

RCW 19.122.010, Washington Laws, 1988, Chapter 99 on Underground Utilities states that utilities shall be assigned "...responsibilities for locating and keeping accurate records of utility locations, protecting and repairing damage to existing underground facilities, and protecting the public health and safety from interruption in utility services caused by damage to existing underground utility facilities."

Callers are asked to use white paint to show their proposed path of excavation. Each locator uses a different color paint to show their underground facility (see reverse page). Digging should be done by hand 18" on either side of marking until utility is visible, before using other equipment.

PLAN FOR SAFETY – CALL BEFORE YOU DIG
LOCATING SERVICES ARE FREE

Thank you,

Cowlitz County
Utility Coordination Council

THE FOLLOWING LOCAL UTILITIES, ENTITIES AND OTHERS FORM THE COWLITZ COUNTY UTILITY COORDINATION COUNCIL:

		COLOR CODE
POWER	P.U.D. OF COWLITZ COUNTY	RED
GAS	CASCADE NATURAL GAS NORTHWEST PIPELINE CORPORATION OLYMPIC PIPE LINE COMPANY	YELLOW
TELEPHONE	AT&T GENERAL TELEPHONE KALAMA TELEPHONE U.S. SPRINT COMMUNICATIONS CENTURY LINK VERIZON COMMUNICATIONS FRONTIER CASCADE NETWORKS	ORANGE
WATER	BEACON HILL SEWER DISTRICT CITY OF CASTLE ROCK CITY OF KALAMA CITY OF KELSO CITY OF LONGVIEW CITY OF WOODLAND COWLITZ COUNTY PUBLIC WORKS P.U.D. OF COWLITZ COUNTY	BLUE
SEWER	BEACON HILL SEWER DISTRICT CITY OF CASTLE ROCK CITY OF KALAMA CITY OF KELSO CITY OF LONGVIEW CITY OF WOODLAND COWLITZ COUNTY PUBLIC WORKS (includes leachate pipeline)	GREEN
T.V. CABLE	COMCAST WASHINGTON STATE DEPARTMENT OF TRANSPORTATION	ORANGE

(OTHER UTILITIES MAY JOIN IN THE FUTURE – PLEASE ASK THE OPERATOR)

REPORT ALL EMERGENCIES TO “911”. All other damages should be reported directly to the utilities involved.

Nicks in insulation of gas, power or telephone should be reported to utilities promptly, as failure later can cause serious injuries or damages.

END OF CONTRACT