
Cowlitz County

Department of Public Works

**CONTRACT DOCUMENTS
FOR**

**SOUTH CLOVERDALE ROAD IMPROVEMENT PROJECT
(MP 0.13 TO MP 0.76, Road Number 31510)
NE ¼ and SE ¼ SEC. 28, T6N, R1W
Cowlitz County Project No. 1235
CRP 725
Federal Aid No. STPR- 08AM(003)
Federal Contract No. TA-6740**

AND

**SOUTH CLOVERDALE ROAD – CONFER ROAD INTERSECTION IMPROVEMENT PROJECT
(M.P.0.76 to 0.87, Road Numbers 31510 and 31880)
NE ¼ and SE ¼ SEC. 28, T6N, R1W
Cowlitz County Project No. 1301
C.R.P. No. 700-11(1)
Federal Aid No. STBGR-08AM(004)
Federal Contract No. TA-8104**

March 2025

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

BOARD OF COUNTY COMMISSIONERS
STEVE RADER District No. 1
STEVEN L. FERRELL District No. 2
RICHARD R. DAHL District No. 3

Cowlitz County

Department of Public Works

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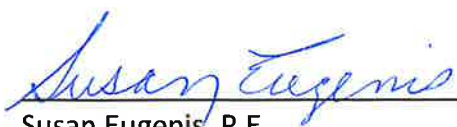
March 2025



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, P.E. Date
County Engineer

COWLITZ COUNTY DEPARTMENT OF PUBLIC WORKS

SPECIAL PROVISIONS

FOR

SOUTH CLOVERDALE ROAD IMPROVEMENT 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



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, Channel Excavation Inc. Haul, Engineered Streambed Material, Streambed Boulder Type 2, Controlled Density Fill, Temporary Stream Diversion, Fish Exclusion and Removal, PSipe – 2 Gallon Container, PSipe – 1 Gallon Container, PSipe – Live Stakes, Fine Compost, Topsoil Type B, Bark or Wood Chip Mulch Rings, Seeding and Mulching

2-01.2, 2-01.3(3), 2-03.2, 2-03.3(14)C, 2-03.3(14)M, 8-01, 8-02, 8-30, 8-31, 9-14

COWLITZ COUNTY DEPARTMENT OF PUBLIC WORKS

SPECIAL PROVISIONS

FOR

SOUTH CLOVERDALE ROAD IMPROVEMENT 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 	I certify the Special Provision Section(s) listed below are applicable to the design for the subject project for Removal of Structures and Obstructions, Structure Excavation Class A Incl. Haul, Shoring or Extra Excavation Cl. A, Structural Fill Including Haul, Conc. Class 4000 for Footings, Headwalls, and Wingwalls, St. Reinf. Bar for Footings, Headwalls, and Wingwalls, Underdrain Pipe 6 In. Diam., Contractor Designed Buried Structure – Bybee Creek, Contractor Designed Buried Structure – Schoolhouse Tributary, Gravity Block Wall, Bridge Railing Type Chain Link Pipe Rail 1-05.4(Contractor Surveying – Structure), 2-02, 2-09, 2-13, 6-02, 6-06, 6-20, 7-01(as related to Underdrain Pipe, 6-Inch Diam.), 8-24

COWLITZ COUNTY DEPARTMENT OF PUBLIC WORKS

SPECIAL PROVISIONS
FOR

**SOUTH CLOVERDALE ROAD AND SOUTH CLOVERDALE ROAD CONFER
ROAD INTERSECTION IMPROVEMENT PROJECT**

I hereby certify that Schedule C and Schedule D of 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.



3/31/25

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AND
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***Included as indicated but numbered independently.

**NOTICE
CALL FOR BIDS**

The Board of County Commissioners of Cowlitz County, Washington will receive sealed bids until May 12, 2025, prior to 1:30 p.m., for the following work: **SOUTH CLOVERDALE ROAD IMPROVEMENT PROJECT AND SOUTH CLOVERDALE ROAD-CONFER ROAD INTERSECTION IMPROVEMENT PROJECT.**

Work performed under this contract consists of the following:

Temporary traffic control, erosion control and water pollution prevention, clearing and grubbing, shoring, roadway excavation and structural fill, installation of storm drain pipe, culverts and inlets, removal of culverts and concrete box culvert, installation of steel structural plate arch culvert and three sided concrete box culvert and concrete footings, wingwalls and headwalls, temporary stream diversion, stream reconstruction, temporary water main, new water main and services, planing pavement, roadway paving, guardrail and associated work.

At that time all bids will be publicly opened and read in the Public Works Administration Building Training Room. Bids must be addressed to:

Cowlitz County Department of Public Works
Attn: County Engineer
1600 13th Avenue South
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 8 day of April, 2025.

BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON

Signed by:

Richard Dahl

0AD76D9B17B54F5...

Richard R. Dahl, Chairman

Signed by:

Steve Rader, District 1

2F4B0EF0D93D4CA...

Steve Rader, Commissioner

Signed by:

Steve Ferrell, District 2

C23F04523203415...

Steven L. Ferrell, Commissioner

Signed by:

ATTEST:

Signed by:

Kelly Grayson

AC359B2400C0492...

Kelly Grayson, Clerk of the Board



BIDDER'S CHECKLIST

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

SOUTH CLOVERDALE ROAD IMPROVEMENT PROJECT AND SOUTH CLOVERDALE - CONFER ROAD INTERSECTION IMPROVEMENT 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 UTILIZATION CERTIFICATION – required on FHWA-funded projects with a goal of greater than 0%.
- ☒ 7. 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 after the time for delivery of the bid proposal.
- ☒ 8. DISADVANTAGED BUSINESS ENTERPRISE (DBE) BID ITEM BREAKDOWN – required on FHWA-funded projects with a goal of greater than 0%. This form is required to be submitted within 48 hours after the time for delivery of the bid proposal.
- ☒ 9. 10. LOCAL AGENCY SUBCONTRACTOR LISTS – To be filled in and signed by BIDDER.
- ☐ 11. CONTRACTOR'S PROJECT INFORMATION STANDARD QUESTIONNAIRE - The BIDDER shall complete this form.

- ☒ 12. 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.
- ☒ 13. 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.
- ☒ 15. BIDDER QUESTIONNAIRE – To be filled in and signed by BIDDER.

PROPOSAL FORM

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

FOR: **SOUTH CLOVERDALE ROAD IMPROVEMENT PROJECT**
SOUTH CLOVERDALE - CONFER ROAD INTERSECTION IMPROVEMENT PROJECT
Names of Projects

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 2025 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 Department of Public Works
Attn: County Engineer
1600 13th Avenue South
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:
 1. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 2. Have a Washington Employment Security Department number, as required in Title 50 RCW;
 3. 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 DBE 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 \$
Schedule A – South Cloverdale Road				
1	Force Account	Minor Changes	20,000.00	20,000.00
2	Lump Sum	Structure Surveying		
3	Lump Sum	SPCC Plan		
4	400 Hours	Training		
5	Lump Sum	Mobilization		
6	Lump Sum	Traffic Control Supervisor		
7	3,300 Hours	Flaggers		
8	Lump Sum	Other Temporary Traffic Control Devices		
9	Lump Sum	Portable Temporary Traffic Control Signal		
10	Force Account	Work Zone Safety Contingency	20,000.00	20,000.00
11	Lump Sum	Clearing and Grubbing		

Item No.	Approximate Quantity	ITEM	UNIT PRICE \$	AMOUNT \$
12	1 Each	Salvaged Tree Placement		
13	Lump Sum	Removal of Structures and Obstructions		
14	1,845 C.Y.	Roadway Excavation, Embankment and Disposal Including Haul		
15	500 C.Y.	Rock Excavation Including Haul		
16	200 C.Y.	Unsuitable Foundation Excavation Including Haul		
17	480 C.Y.	Channel Excavation Including Haul		
18	5,000 C.Y.	Structure Excavation Class A Including Haul		
19	Lump Sum	Shoring or Extra Excavation Class A		
20	Lump Sum	Trimming and Cleanup		
21	6,645 S.Y.	Construction Geotextile for Separation		
22	38,350 Ton	Structural Fill Including Haul		
23	6,250 Ton	Crushed Surfacing Base Course		
24	2,300 Ton	HMA Class 3/8 Inch PG 58H-22		
25	250 Ton	HMA Class 3/8 Inch PG 58H-22 For Approach		
26	600 Ton	HMA for Preleveling Cl. 3/8 inch PG 58H-22		
27	4,100 S.Y.	Planing Bituminous Pavement		
28	Calculation	Asphalt Cost Price Adjustment	0.00	0.00

Item No.	Approximate Quantity	ITEM	UNIT PRICE \$	AMOUNT \$
29	780 C.Y.	Conc. Class 5000 for Footings, Headwalls and Wingwalls		
30	87,000 LBS	St. Reinf. Bar for Footings, Headwalls and Wingwalls		
31	400 L.F.	Bridge Railing Type Chain Link Pipe Rail		
32	50 L.F.	Precast Conc. Barrier Type F Unanchored		
33	175 L.F.	Precast Conc. Barrier Type F Anchored		
34	Lump Sum	Contractor Designed Buried Structure – Bybee Creek		
35	Lump Sum	Contractor Designed Buried Structure – Schoolhouse Tributary		
36	50 L.F.	Narrow Infiltration Trench		
37	490 L.F.	Wide Infiltration Trench		
38	494 L.F.	Underdrain Pipe, 6-inch Diam.		
39	113 L.F.	Corrugated Polyethylene Culvert Pipe, 12-inch Diam.		
40	168 L.F.	Corrugated Polyethylene Culvert Pipe, 18-inch Diam.		
41	78 L.F.	Corrugated Polyethylene Culvert Pipe, 24-inch Diam.		
42	747 L.F.	Corrugated Polyethylene Storm Sewer Pipe, 12-inch Diam.		
43	262 L.F.	Corrugated Polyethylene Storm Sewer Pipe, 18-inch Diam.		
44	3 Each	Manhole 48-inch Diam. Type 1		
45	6 Each	Curb Inlet, Type 1L		

Item No.	Approximate Quantity	ITEM	UNIT PRICE \$	AMOUNT \$
46	1 Each	Ditch Inlet		
47	Lump Sum	Shoring or Extra Excavation Class B		
48	Lump Sum	Stormwater Pollution Prevention		
49	65 L.F.	High Visibility Silt Fence		
50	54 Each	PSIPE - 2-gallon container		
51	384 Each	PSIPE - 1 gallon container		
52	138 Each	PSIPE - Live Stakes		
53	1,274 S.Y.	Fine Compost		
54	1,054 S.Y.	Topsoil Type B		
55	438 Each	Bark or Wood Chip Mulch Rings		
56	1 Acre	Seeding and Mulching		
57	85 L.F.	Cement Conc. Traffic Curb		
58	1,295 L.F.	Cement Conc. Traffic Curb and Gutter		
59	50 Each	Flexible Guidepost		
60	1,475 L.F.	Beam Guardrail Type 31		
61	90 L.F.	Beam Guardrail Type 31 - 8-Foot-Long Posts		
62	2 Each	Beam Guardrail Transition Section Type 24		

Item No.	Approximate Quantity	ITEM	UNIT PRICE \$	AMOUNT \$
63	9 Each	Beam Guardrail Anchor Type 11		
64	6 Each	Beam Guardrail Type 31 Non-Flared TL-2 Terminal		
65	75 L.F.	Beam Guardrail Type 31 Buried Terminal Type 2		
66	175 L.F.	Relocate County Fence		
67	1 Each	Relocate County Gate		
68	577 L.F.	Relocate Existing Fence		
69	205 Ton	Quarry Spalls		
70	5 Each	Mailbox Support Type 1		
71	4 Each	Mailbox Support Type 2		
72	Lump Sum	Permanent Signing		
73	9,410 L.F.	Paint Line		
74	1,200 SF	Gravity Block Wall		
75	1,228 Tons	Engineered Streambed Material (ESM)		
76	160 Each	Streambed Boulder Type 2		
77	300 CY	Controlled Density Fill		
78	Lump Sum	Temporary Stream Diversion		
79	Lump Sum	Fish Exclusion and Removal		

Schedule A Total\$ _____

Item No.	Approximate Quantity	ITEM	UNIT PRICE \$	AMOUNT \$
Schedule B South Cloverdale Road – Confer Road Intersection Improvement				
80	Force Account	Minor Changes	5,000.00	5,000.00
81	Lump Sum	SPCC Plan		
82	Lump Sum	Mobilization		
83	Lump Sum	Traffic Control Supervisor		
84	1,200 Hours	Flaggers		
85	Lump Sum	Other Temporary Traffic Control Devices		
86	Force Account	Work Zone Safety Contingency	2,500.00	2,500.00
87	Lump Sum	Clearing and Grubbing		
88	Lump Sum	Removal of Structures and Obstructions		
89	3,400 C.Y.	Roadway Excavation, Embankment and Disposal Including Haul		
90	1,200 C.Y.	Rock Excavation Including Haul		
91	Lump Sum	Trimming and Cleanup		
92	2,710 S.Y.	Construction Geotextile for Separation		
93	165 Ton	Structural Fill Including Haul		
94	1,700 Ton	Crushed Surfacing Base Course		

Item No.	Approximate Quantity	ITEM	UNIT PRICE \$	AMOUNT \$
95	600 Ton	HMA Class 3/8 Inch PG 58H-22		
96	75 Ton	HMA Class 3/8 Inch PG 58H-22 For Approach		
97	75 Ton	HMA for Preleveling Cl. 3/8 inch PG 58H-22		
98	900 S.Y.	Planing Bituminous Pavement		
99	Calculation	Asphalt Cost Price Adjustment	0.00	0.00
100	78 L.F.	Corrugated Polyethylene Culvert Pipe, 12-inch Diameter		
101	40 L.F.	Ductile Iron Culvert Pipe, 14-inch Diam.		
102	177 L.F.	Corrugated Polyethylene Storm Sewer Pipe, 12-inch Diameter		
103	1 Each	Curb Inlet, Type 1L		
104	Lump Sum	Shoring or Extra Excavation Class B		
105	Lump Sum	Stormwater Pollution Prevention		
106	0.3 Acre	Seeding and Mulching		
107	255 L.F.	Cement Conc. Traffic Curb and Gutter		
108	4 Each	Flexible Guidepost		
109	135 L.F.	Beam Guardrail Type 31 - 8-Foot-Long Posts		
110	1 Each	Beam Guardrail Type 31 Non-Flared TL-2 Terminal		
111	155 L.F.	Relocate Existing Fence		

Item No.	Approximate Quantity	ITEM	UNIT PRICE \$	AMOUNT \$
112	5 Ton	Quarry Spalls		
113	1 Each	Mailbox Support Type 1		
114	2 Each	Mailbox Support Type 2		
115	Lump Sum	Permanent Signing		
116	1,616 L.F.	Paint Line		
117	25 SF	Plastic Stop Line		

Schedule B Total.....\$_____

Item No.	Approximate Quantity	ITEM	UNIT PRICE \$	AMOUNT \$
Schedule C South Cloverdale Water System				
118	Lump Sum	Mobilization		
119	160 Hours	Flaggers		
120	Lump Sum	Locate Existing Utilities		
121	5 C.Y.	Controlled Density Fill		
122	Lump Sum	Trench Excavation Safety System		
123	Lump Sum	Schoolhouse Creek Temporary Water Main		
124	Lump Sum	Bybee Creek Temporary Water Main		

Item No.	Approximate Quantity	ITEM	UNIT PRICE \$	AMOUNT \$
125	1,075 L.F.	C900 PVC Pipe for Water Main, 8In. Diam.		
126	175 L.F.	DI Pipe for Water Main, 8 In. Diam.		
127	1,500 LBS	Additional Ductile Iron Fittings		
128	4 Each	Connection to Existing Water Main		
129	20 C.Y.	Removal of Unsuitable Material (Trench)		
130	40 C.Y.	Rock Excavation Including Haul		
131	460 Tons	Bank Run Gravel for Trench Backfill		
132	45 C.Y.	Foundation Gravel		
133	4 Each	Plugging Existing Pipe		
134	3 Each	Gate Valve, 8 In.		
135	1 Each	Relocate Existing Fire Hydrant Assembly		
136	1 Each	Service Connection, 1 In. Diam.		
137	50 L.F.	Service Pipe, 1 In. Diam.		
138	2 Each	Service Connection, ¾ In. Diam.		
139	20 L.F.	Service Pipe, ¾ In. Diam.		
140	40 L.F.	Service Pipe Casing, 2 In. Diam.		
141	1 Each	Meter Box		

Item No.	Approximate Quantity	ITEM	UNIT PRICE \$	AMOUNT \$
142	21 Each	Relocate/Adjust Existing Meter Box		

Schedule C Subtotal\$ _____

WASHINGTON SALES TAX (7.7%)\$ _____

Schedule C Total with Sales Tax\$ _____

Item No.	Approximate Quantity	ITEM	UNIT PRICE \$	AMOUNT \$
Schedule D South Cloverdale Road– Confer Road Intersection Water System				
143	Lump Sum	Mobilization		
144	120 Hours	Flaggers		
145	Lump Sum	Locate Existing Utilities		
146	5 C.Y.	Controlled Density Fill		
147	Lump Sum	Trench Safety Systems		
148	Lump Sum	Confer Intersection Temporary Water Main		
149	750 L.F.	C900 PVC Pipe for Water Main, 8In. Diam.		
150	3 Each	Connection to Existing Water Main		
151	20 C.Y.	Removal of Unsuitable Material (Trench)		
152	145 C.Y.	Rock Excavation Including Haul		
153	275 Tons	Bank Run Gravel for Trench Backfill		

Item No.	Approximate Quantity	ITEM	UNIT PRICE \$	AMOUNT \$
154	30 C.Y.	Foundation Gravel		
155	3 Each	Plugging Existing Pipe		
156	6 Each	Gate Valve, 8 In.		
157	1 Each	Relocate Existing Fire Hydrant Assembly		
158	3 Each	Service Connection, 1 In. Diam		
159	50 L.F.	Service Pipe, 1 In. Diam.		
160	5 Each	Service Connection, 3/4 In. Diam.		
161	90 L.F.	Service Pipe, 3/4 In. Diam.		
162	70 L.F.	Service Pipe Casing, 2 In. Diam.		
163	11 Each	Meter Box		

Schedule D Subtotal\$ _____

WASHINGTON SALES TAX (7.7%)\$ _____

Schedule D Total with Sales Tax.....\$ _____

PROPOSAL TOTALS

Schedule A Total\$ _____

Schedule B Total\$ _____

Schedule C Total with Sales Tax\$ _____

Schedule D Total with Sales Tax.....\$ _____

TOTAL COST TO COWLITZ COUNTY (Schedules A, B, C and D, including sales tax)\$ _____

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.

Local Agency Name
Local Agency Address

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name _____

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

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

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

Subcontractor Name _____
Work to be performed _____

Subcontractor Name _____
Work to be performed _____

Subcontractor Name _____
Work to be performed _____

Subcontractor Name _____
Work to be performed _____

Subcontractor Name _____
Work to be performed _____

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

DOT Form 271-015A
Revised 06/2020



Bidder Questionnaire

Agency Name						Federal Aid Number		
Prime Contractor Name						Contract Number		
Contract Name								
Firm/ Subcontractor Name	Address (incl. Zipcode)	DBE Status	Race	Gender	NAICS Codes	Scope of Work	Firm Age	Firm Gross Receipts

If you have additional Firms or Subcontractors that submitted Bids, please complete additional forms.

Prime Contractor Representative

Title

Date

DOT Form 272-022 Revised 08/2024

• Previous Versions Obsolete •

Form Instructions

The following information on each firm that submitted a bid is required as part of part of 49 CFR 26.11(c)(2):

Firm/Subcontractor Name: Enter the name of each firm or subcontractor who submitted a quote or a bid on the contract.

Address: Enter the date the main address of the firm/subcontractor. Include the zip code.

DBE Status: Enter the DBE status. *Options are DBE and Non-DBE.*

Race: Enter the race of the majority Owner. *Options are "Black American", "Hispanic American", "Native American", "Asian-Pacific American", "Subcontinent Asian American", and "White". N/A should only be used if there is not a majority owner such as when the Firm is a corporation.*

Gender: Enter the gender of the majority Owner. *Options are "Female" and "Male". N/A should only be used if there is not a majority owner such as when the Firm is a corporation.*

NAICS Codes: Enter the appropriate NAICS Codes for the work the bid was submitted.

Scope of Work: Enter the scope of the work the bid was submitted for.

Firm Age: Enter the age of the Firm.

Firm Gross Receipts: Enter the annual gross receipts. *Options are "Less than \$1 million", "\$1-\$3 million", "\$3-\$6 million", "\$6-\$10 million", "\$10-\$20 million", "\$20-\$30.72 million", "Greater than \$30.72 million".*

Prime Contractor Representative: The name of the person who filled out the form.



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

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 $(\$100,000 \times 50\%) = \$50,000$ (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 $(\$100,000 \times 60\%) = \$60,000$ (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 $(\$100,000 \times \text{reasonable fee \%}) = \$$ (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.



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

Disadvantaged Business Enterprise 356,968.16
Condition of Award Contract Goal 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



**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
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.



**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: _____

Disadvantaged Business Enterprise (DBE) Trucking Credit Form

PART A: TO BE COMPLETED BY THE BIDDER

This form is in support of the trucking commitment identified on the DBE Utilization Certification Form submitted with the proposal.
Please note that DBE's must be certified prior to time of submittal.

Federal Aid #	Contract #	Project Name
If listing items by hours, or by lump sum amounts, please provide calculations to substantiate the quantities listed.		
Bid Item	Item Description	

Use additional sheets as necessary.

Bidder		Name/Title (please print)	
Phone	Fax	Signature	
Address			
		I certify that the above information is complete and accurate.	
Email	Date		

PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM

Note: 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 recognized as a supplier of the materials used on the project and approved for this project as a regular dealer.

1. Type of Material expected to be hauled?			
2. Number of fully operational trucks expected to be used on this project?	Tractor/trailers:	Dump trucks:	
3. Number of trucks and trailers owned by the DBE that will be used on this project?	Tractor/trailers:	Dump trucks:	
4. Number of trucks and trailers leased by the DBE that will be used on this project?	Tractor/trailers:	Dump trucks:	

DBE Firm Name		Name/Title (please print)	
Certification Number		Signature	
Phone	Fax		
		I certify that the above information is complete and accurate.	
Address			
		Date	
Email			

Submit this form to in accordance with section 1-02.9 of the Contract.

Instruction to Bidder: The Bidder shall complete and submit the Disadvantaged Business Enterprise (DBE) Trucking Credit Form in accordance with Section 1-02.9 of the Contract.

INSTRUCTIONS

Please note – All Fields are required

PART A: TO BE COMPLETED BY THE BIDDER

Federal Aid: Include the project federal-aid number.

County: Specify the County where the project will take place.

Contract #: Specify the Project Contract Number which can be found in the Engineer's estimate bid check report.

Bid Item: Provide the Bid Item Number (as it appears in the engineer's estimate bid check report) for which trucking services will be utilized.

Item Description: Provide description of the bid item (as it appears in the engineer's estimate bid check report) for which trucking will be utilized.

Bidder: In this section, provide the bidder's legal name, title, Business address, Phone and email.

The bidder's representative signature is required in addition to the date the form was signed.

PART B: TO BE COMPLETED BY THE DBE TRUCKING FIRM

Question 1: Specify type of material that will be hauled (i.e. Sand, HMA, gravel)

Question 2: Specify the total number of operational trucks that will be used on the project.

Question 3: Specify the total number of operational trucks and trailers owned by the DBE that will be used on the project.

Question 4: Specify the total number of operational trucks and trailers leased by the DBE that will be used on the project.

DBE Firm: In this section, provide the DBE Firm's legal name, DBE Firm's representative legal name and title, certification Number (Found in the firm's OMWBE Profile page in the OMWBE directory), Business address, Phone, fax and email.

The DBE Firm's representative signature is required in addition to the date the form was signed.

BID DEPOSIT FORM

SOUTH CLOVERDALE ROAD IMPROVEMENT PROJECT
SOUTH CLOVERDALE - CONFER ROAD INTERSECTION IMPROVEMENT PROJECT

Names of Projects

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 _____, 2025.

Name of Bidder

Name of Surety

Authorized Signature

Authorized Signature*

Title

Title

Date

* Attach Power of Attorney

E-VERIFY DECLARATION

**SOUTH CLOVERDALE ROAD IMPROVEMENT PROJECT
SOUTH CLOVERDALE - CONFER ROAD INTERSECTION IMPROVEMENT PROJECT
Cowlitz County Project Nos. 1235 and 1301**

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 _____, 2025.

Signature _____

Printed Name _____

THIS PAGE MUST BE RETURNED WITH THE BID DOCUMENTS

COMPLIANCE WITH WAGE PAYMENT LAWS DECLARATION

**SOUTH CLOVERDALE ROAD IMPROVEMENT PROJECT
SOUTH CLOVERDALE - CONFER ROAD INTERSECTION IMPROVEMENT PROJECT
Cowlitz County Project Nos. 1235 and 1301**

Firm Name: _____

1. The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date April 8, 2025, the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.
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 _____ 2025.

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: **SOUTH CLOVERDALE ROAD IMPROVEMENT PROJECT AND SOUTH CLOVERDALE - CONFER
ROAD INTERSECTION IMPROVEMENT 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: **1-163.**

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 **2025** 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

Steve Rader, Commissioner

Signatory Authorized by Firm Bylaws
to Bind Contractor

Steven L. Ferrell, 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: **SOUTH CLOVERDALE ROAD IMPROVEMENT PROJECT AND SOUTH CLOVERDALE - CONFER ROAD INTERSECTION IMPROVEMENT 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 2025 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 ***Improvement of South Cloverdale Road and the intersection with Confer Road including temporary traffic control, erosion control and water pollution prevention, clearing and grubbing, shoring, roadway excavation and structural fill, installation of storm drain pipe, culverts and inlets, removal of culverts and concrete box culvert, installation of steel structural plate arch culvert and three sided concrete box culvert and concrete footings, wingwalls and headwalls, temporary stream diversion, stream reconstruction, temporary water main, new water main and services, planing pavement, roadway paving, guardrail *** 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 - Topographic Survey**
- Appendix B - Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273)**
- Appendix C - Memorandum – Geotechnical Investigation – Boring logs and recommendations**
- Appendix D - HPA from Washington State Department of Fish and Wildlife**
- Appendix E - Nationwide Permit 23 from US Army Corps of Engineers**
- Appendix F - Critical Areas Report from Cowlitz County Department of Building and Planning**
- Appendix G - Construction Stormwater General Permit**

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.

1-02.4(1) General

(December 30, 2022 APWA GSP Option B)

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

Prospective Bidders desiring an explanation or interpretation of the Bid Documents, shall request the explanation or interpretation in writing by close of business ***5*** business days preceding the bid opening to allow a written reply to reach all prospective Bidders before the submission of their Bids.

1-02.5 Proposal Forms

(November 25, 2024 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 DBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be in legible figures (not words) written in ink or typed and expressed in U.S. dollars. 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.

Preparation Of Proposal

(November 25, 2024 APWA GSP 1-02.6, Option A)

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.

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.

The Bidder shall submit with the Bid the following:

1. Disadvantaged Business Enterprise Utilization Certification (WSDOT Form 272-056)
2. DBE Written Confirmation Form (WSDOT Form 422-031) - 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.
3. Good Faith Effort Documentation - Bidder must submit good faith effort documentation with the Disadvantaged Business Enterprise Utilization Certification ONLY In the Event the bidder's efforts to solicit sufficient DBE participation have been unsuccessful.
4. DBE Item Breakdown (WSDOT Form 272-054) The Bidder shall submit a DBE 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, and Disadvantaged Business Enterprise Good Faith Effort documentation are included in Sections 1-02.9 and 1-02.10.

(September 3, 2024)

Bidder Questionnaire

The Bidder shall submit with their Bid a completed Bidder Questionnaire form (WSDOT Form #272-022). This shall be filled out for each firm who submitted a bid or quote in attempt to participate in the project whether they were successful or not and include the following information:

1. Firm name;
2. Firm address including ZIP code;
3. Firm's status as a DBE or non-DBE;
4. Race and gender information for the firm's majority owner;
5. NAICS code applicable to each scope of work the firm sought to perform in its bid;
6. Age of the firm; and
7. The annual gross receipts of the firm. The Bidder may obtain this information by asking each firm to indicate into what gross receipts bracket they fit (less than \$1 million; \$1-3 million; \$3-6 million; \$6-10 million; etc.) rather than requesting an exact figure from the firm.

Failure to return this completed form as part of the Bid Proposal package will cause this Bid to be considered irregular in accordance with Section 1-02.13. A copy of this form is included in the Proposal Forms.

Subcontractor's List

(November 25, 2024 APWA GSP 1-02.6, Option C)

The fourth paragraph of Section 1-02.6 is revised to read:

The Bidder shall submit with the Bid the completed Subcontractor List included in the Contracting Agency Proposal Package. If a Subcontractor List Form is not included in the package, use DOT Form 271-015A. The Form shall contain the following:

1. Subcontractors who will perform the work of structural steel installation, rebar installation, heating, ventilation, air conditioning, and plumbing as described in RCW 18.106 and electrical as described in RCW 19.28,
2. The Work those subcontractors will perform on the Contract as described in RCW 39.30.060; and
3. No more than one subcontractor for each category of work identified, except, when subcontractors vary with Bid alternates, in which case the Bidder shall identify which subcontractor will be used for which alternate.

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

(July 8, 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" (Written Confirmations Documents, or GFE Documentation) that is received after the time specified, or received in a location other than that specified in the Call for Bids.

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

Supplemental bid information submitted after the Proposal submittal but within 48 hours of the time specified for receipt of Proposals, shall be submitted in a sealed envelope labeled the same as for the Proposal, with "Supplemental Information" added.

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 Document (WSDOT Form 422-031) and/or GFE Documentation, (if applicable)

The DBE Written Confirmation Documents and/or GFE Documentation are not required to be submitted with the Proposal. The DBE Written Confirmation Document(s) and/or GFE Documentation (if applicable) shall be received either with the Bid Proposal or as a Supplement to the Bid. Written Confirmation and/or GFE Documentation 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 a Written Confirmation Document from each DBE firm listed on the Bidder's completed DBE Utilization Certification and/or the GFE Documentation as required by Section 1-02.6.

DBE Bid Item Breakdown Form (WSDOT Form 272-54)

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. To be considered responsive, Bidders shall submit a completed DBE Bid Item Breakdown, however, the Contractor may correct minor errors to the DBE Bid Item Breakdown for a period up to five calendar days after bid opening (not including Saturdays, Sundays and Holidays). DBE Bid Item Breakdowns 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:

Cowlitz County Department of Public Works
ATTN: County Engineer
1600 - 13th Avenue South
Kelso, WA 98626

1-02.13 Irregular Proposals

(September 3, 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 Bidder fails to submit the Bidder Questionnaire (DOT Form 272-022), if applicable as required by Section 1-02.6, or if the documentation that is submitted fails to meet the requirements of the Special Provisions; or
 - k. 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
(July 8, 2024 APWA GSP Option A)

Revise this section to read:

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

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

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

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

If the bidder experiences circumstances beyond their control that prevents return of the contract

documents within the calendar days after the award date stated above, the Contracting Agency may grant up to a maximum of \$10 additional calendar days for return of the documents, provided the Contracting Agency deems the circumstances warrant it.

1-03.3 Execution of Contract

(July 8, 2024 APWA GSP Option B)

This section is supplemented with the following:

No later than 5 calendar days after 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 to SWRegionOEO@wsdot.wa.gov and in one of the following ways:

1. By E-mail publicworks@cowlitzwa.gov
2. By Mail to: Cowlitz County Department 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:

(*****)

The Contracting Agency will provide construction surveying following a written request by the Contractor. The Contractor shall prepare the project site as necessary to accommodate the survey operations. This includes clearing and grubbing, and any excavation or placement of fill materials necessary for the stakes to be placed at the correct elevations. If the Contracting Agency's survey personnel arrive at the project site and the site has not been adequately prepared for the specific surveying task, the survey request will be denied and returned to the Contractor. The Contracting Agency will not provide the requested surveying services until a new request has been submitted by the Contractor.

The Contractor shall provide sufficient, safe and adequate space for the surveyors to set points and elevations and shall use caution whenever it is necessary to have equipment working at the same time and the same vicinity as the Contracting Agency's survey personnel. If the Engineer determines that sufficient, safe and adequate space is not provided, then survey personnel may be withdrawn until corrective action is taken by the Contractor to the satisfaction of the Engineer.

The Contractor shall assume full responsibility for the interpretation and measurements from the stakes, hubs or marks. If the Contractor notices any discrepancies in line or grade, the Contractor shall bring them to the immediate attention of the Engineer, prior to constructing the affected work.

Add the following new sub-sections

1-05.4 Conformity With and Deviations from Plans and Stakes

Supplement this section with the following:

Roadway and Utility Surveys

(November 25, 2024 APWA GSP, Option A)

The Engineer shall furnish to the Contractor one time only all principal lines, grades, and measurements the Engineer deems necessary for completion of the work. These shall generally consist of one initial set of:

1. Slope stakes for establishing grading;
2. Curb grade stakes;

3. Centerline finish grade stakes for pavement sections wider than 25 feet; and
4. Offset points to establish line and grade for underground utilities such as water, sewers, and storm drains.

On alley construction projects with minor grade changes, the Engineer shall provide only offset hubs on one side of the alley to establish the alignment and grade.

(September 3, 2024)

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. To compute top of bridge deck elevations, elevations shall be taken at the tenth points along the centerline of each girder web from center-to-center of bearing. For girders exceeding 100 feet in length, the elevations shall be taken at equivalent intervals not to exceed 10 feet.

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

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

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.

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.

1-05.9 Equipment

Section 1-05.9 is supplemented with the following:

(*****)

To prevent the spread of noxious weeds and aquatic invasive species, the Contractor shall clean all equipment in accordance with the following:

1. *** 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. The Contractor shall comply with Washington Department of Fish and Wildlife's "Invasive Species Management Protocols", available online at <https://wdfw.wa.gov/species-habitats/invasive/prevention>. ***

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:

Buy America Requirements

(March 20, 2025)

General Requirements

In accordance with Buy America requirements contained in 23 CFR 635.410 and 2 CFR 184, the following materials must be produced in the United States:

1. All Iron or Steel Products used in the project. 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. This means the manufactured product was manufactured in the United States.
3. All Construction Materials used in the project. 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 four categories: 1) Iron or Steel Product, 2) Manufactured Product, 3) Construction Material, or 4) Excluded Material. Only a single category will apply to an item except as follows:

1. With respect to precast concrete products that are classified as Manufactured Products, the components of precast concrete products that consist wholly or predominantly of iron, steel, or combination of both shall meet the requirements for and be tracked as an Iron or Steel Product. The item shall also meet the requirements for a Manufactured Product, and the cost of the iron or steel components shall be included in determining if the Manufactured Product was produced in the United States.

2. With respect to intelligent transportation systems and other electronic hardware systems that are classified as Manufactured Products, the cabinets or other enclosures of such systems that consist wholly or predominantly of iron, steel, or a combination of both, shall meet the requirements for and be tracked as an Iron or Steel Products. The item shall also meet the requirements for a Manufactured Product and the cost of the iron or steel components shall be included in determining if the manufactured product was produced in the United States.

Some contract items are composed of multiple parts that may fall into different categories. Individual components will be categorized as a Construction Material, a Manufactured Product, an Iron or Steel Product, or an excluded material based on their composition when they arrive at the staging area or work site.

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.

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

2. Excluded Material: A material where Buy America requirements do not apply. This includes the following:
 - a. Materials excluded by Section 70917(c) of the Buy America, Build America Act with respect to aggregates this includes cement and cementitious materials, aggregates such as stone, sand, or gravel or aggregate binding agents or additives. These materials shall be classified as excluded materials based on the composition when brought to the work site. It also includes combinations of these excluded materials when mixtures of Excluded Materials are delivered to the work site without final form for incorporation into the project (i.e. wet concrete and HMA). If they are formed prior to delivery, they are a Manufactured Product and not an Excluded Material.
 - b. Temporary materials that are not being permanently incorporated into the project.
 - c. Raw or minimal processed materials where the article, material, or supply does not fall into any of the categories, as it is not a Manufactured Product, an Iron or Steel Product, or a Construction Material and when these materials are delivered to the work site without final form for incorporation into the product (i.e. seed mix and topsoil). If they are formed prior to delivery, they are a Manufactured Product and not an Excluded Material.
3. Iron or Steel Product: An article, material, or supply that consist of wholly or predominantly of iron or steel or a combination of both. To be considered predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is based on a good faith estimate of the cost of the iron or steel components.
4. Manufactured Product: A Manufactured Product includes any item produced as a result of the manufacturing process. Items that should be treated as a manufactured product (rather than a construction material) are: 1) items that consist of two or more of the listed construction materials that have been combined together through a manufacturing process, and 2) items that include at least one of the listed construction materials as defined above, combined with a material that is not listed through a manufacturing process.

If a product is not an Iron or Steel Product, a Construction Material, or an Excluded Material, it is a Manufactured Product.

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.

Iron or Steel Product Requirements

Iron or Steel Products that are permanently incorporated into the project shall consist of American-made materials only. Buy America 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 United States, as defined above, for any manufacturing process then the resulting product does not conform to the Buy America requirements. Additionally, products manufactured domestically from foreign source steel billets or iron ingots do not conform to the Buy America 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, Buy America 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 iron or steel products 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, Buy America requirements do not apply to Manufactured Products except as follows:

1. When a precast concrete product is classified as a Manufactured Product, the components that are an Iron or Steel Product shall follow the "Iron and Steel Requirements" of this Specification.
2. When an electronic hardware system such as an intelligent transportation system is classified as a Manufactured Product, the cabinets and the other enclosures of such systems that are an Iron or Steel Product shall follow the "Iron and Steel 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 meet the Buy America requirements. 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:

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

The total applicable material costs shall be the sum of the costs all Construction Materials, all Iron or Steel Products, and all Manufactured Products. Total applicable material costs does not include Excluded Materials.

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 Fire Prevention and Merchantable Timber Requirements

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.

1-07.5 Environmental Regulations

State Department of Fish And Wildlife

Section 1-07.5(2) is supplemented with the following:

(April 2, 2018)

The Contractor may begin Work below the Ordinary High Water Line on *** July 16 *** and must complete all the Work by *** September 30 ***.

1-07.5(6) U.S. Fish and Wildlife Service and National Marine Fisheries Service

Section 1-07.5(6) is deleted and replaced with the following:

The Contractor shall provide fish exclusion and handling services. If the Contractor, Contracting Agency or Regulatory Agency discover any fish stranded by the project, the Contractor's biologist shall immediately release the fish into a flowing stream or open water.

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.

*** Hydraulic Project Approval from Washington Department of Fish and Wildlife
Nationwide Permit 23 from US Army Corps of Engineers
Critical Areas Permit from Cowlitz County Building and Planning
Construction Stormwater General Permit from Washington State Department of Ecology ***

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.

1-07.8 High Visibility Apparel

The third and fourth paragraphs of Section 1-07.8 are revised to read:

(November 4, 2024)

High-visibility garments shall always be the outermost garments worn in a manner to ensure 360 degrees of uninterrupted background and retroreflective material encircling the torso.

High-visibility garments shall be labeled as, and in a condition compliant with the ANSI/ISEA 107-2015 publication entitled "American National Standard for High-Visibility Safety Apparel and Accessories," or equivalent revisions.

1-07.8(1) Traffic Control Personnel

This section is revised to read as follows:

(November 4, 2024)

All personnel performing the Work described in Section 1-10 (including traffic control supervisors, flaggers, and others performing traffic control labor of any kind) shall comply with the following:

1. During daylight hours with clear visibility, workers shall wear a high-visibility ANSI/ISEA 107 Type R Class 2 or 3 garment with background material that are fluorescent yellow-green, fluorescent orange-red, or fluorescent red in color; and a high visibility hardhat that is white, yellow, yellow-green, orange, or red in color; and
2. During hours of darkness ($\frac{1}{2}$ hour before sunset to $\frac{1}{2}$ hour after sunrise) or other low-visibility conditions (snow, fog, etc.), workers shall wear a high-visibility ANSI/ISEA 107 Type R Class 2 or 3 garment with background material that are fluorescent yellow-green, fluorescent orange-red, or fluorescent red in color; a high-visibility lower garment meeting ANSI/ISEA 107 Class E, and a high visibility hardhat marked with at least 12 square inches of retroreflective material applied to provide 360 degrees of visibility.

1-07.9 Wages

1-07.9(1) General

Section 1-07.9(1) is supplemented with the following:

(January 6, 2025)

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. WA20250001.

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 Required Documents

(July 8, 2024 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. When apprenticeship is a requirement of the contract, include in PWIA all apprentices.

1-07.11 Requirements for Nondiscrimination

(September 3, 2024, APWA GSP Option B)

Section 1-07.11 is supplemented with the following:

Disadvantaged Business Enterprise Participation

General

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 irregular in accordance with Section 1-02.13 resulting in rejection or other sanctions as provided by the Contract.

DBE Abbreviations and Definitions

Certified Business Description – The approved business description that supplements the North American Industry Classification System (NAICS) code listed in OMWBE's directory of certified firms.

Certified Business 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) – A firm performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by performing, managing, and supervising the work involved as defined in 49 CFR 26.55(c)(1). To perform a commercially useful function, the firm must also be responsible, with respect to materials and supplies used on the contract, for ordering, negotiating price, paying for, determining quality and quantity, and installing (where applicable) for the material itself.

The DBE firm 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 to obtain the appearance of DBE participation.

Consultant, DBE – An individual, partnership, firm, or corporation who meet the definition of a DBE which has been retained under a contract to provide technical or professional services.

DBE Commitment – The dollar amount and scope of work the Bidder indicates on each line of their DBE Utilization Certification (DOT Form 272-056) for each DBE firm. These Commitments will be incorporated into the Contract and shall be considered Contract requirements.

DBE Condition of Award (COA) Goal – An assigned numerical amount specified as a percentage of the Contract. At Bid, this is the minimum amount that the Bidder must commit to by submission of the DBE Utilization Certification form and, if necessary, by GFE Documentation.

Disadvantaged Business Enterprise (DBE) – A business that is owned and operated independently from other businesses and is 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 (GFE)– Efforts to achieve the DBE COA Goal or other requirements of this Provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

Good Faith Efforts (GFE) Documentation - The documentation of the Good Faith Effort. GFE Documentation is only required in the event that the Contractor is unable to fulfill the program requirements and shall follow the guidance of 49 CFR Part 26 Appendix A.

Subcontractor, DBE – An individual, partnership, firm, corporation, or joint venture who meet the definition of a DBE and who is sublet part of the Contract.

Supplier, DBE – A Manufacturer, Regular Dealer, Distributor, or Transaction Facilitator who provides supplies or materials for the Contract. The role a Supplier performs is determined on a contract-by contract basis.

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.

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.

Distributor, DBE –An established DBE firm that engages in the regular sale or lease of the items specified by the contract. A DBE Distributor assumes responsibility for the items it purchases once they leave the point of origin, making it liable for any loss or damage not covered by the carrier’s insurance. The Distributor must demonstrate ownership of the items in question and assure all risk for loss or damage during transportation, evidenced by the terms of the purchase order or bill of lading from a third party, indicating Free on Board (FOB) at the point of origin or similar terms that transfer responsibility of the items in question to the DBE distributors.

Transaction Facilitator, DBE – A DBE firm (packagers, brokers, manufacturer’s representatives, etc.) who provides a bona fide service arranging, facilitating, or expediting transactions but does not qualify as a Manufacturer, a Regular Dealer, or a Distributor

DBE COA Goal

The Contracting Agency has established a DBE COA Goal for this Contract in the amount of: *** 16 percent *** which applies to the final Contract amount.

If the Contractor cannot meet the DBE COA Goal, GFE Documentation is required.

Demonstrating compliance with the DBE COA Goal is a Condition of Award of this Contract.

Procedures Prior to Award

Approval of Regular Dealer and Distributors

DBE firms proposed to be used as either a Regular Dealer or a Distributor must be approved before being listed as a COA/used on a project. The Approved Regular Dealer list published on WSDOT’s Office of Equity and Civil Rights (OECR) web site must include the specific project for which approval is being requested. For purposes of the DBE COA Goal participation, the Regular Dealer/Distributor must submit the DBE Regular Dealer/Distributor Affirmation Form (USDOT OMB Control 508v3) a minimum of five calendar days prior to bid opening. The DBE Regular Dealer/Distributor Affirmation Form is located at: <https://www.transportation.gov/mission/civil-rights/dbe-regular-dealer-distributor-affirmation>

Requests to be listed as a Regular Dealer/Distributor 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.

1. Force account at 50% of the total amount to be subcontracted
2. Regular dealer at 60% of the cost of the materials or supplies
3. Distributor at 40% of the cost of the materials or supplies
4. Transaction Facilitator not more than 5% of the goods or services

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.

Bid Proposals submitted that do not contain a DBE Utilization Certification Form that demonstrates how the Bidder intends to meet the DBE COA Goal will be considered irregular in accordance with Section 1-02.13 and will be rejected.

Disadvantaged Business Enterprise Written Confirmation Document(s)

The Bidder shall submit a 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. Failure to do so will result in the associated participation being disallowed, which will cause the Bid to be considered irregular in accordance with Section 1-02.13 and will be rejected.

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 associated DBE participation may not be allowed.

DBE Bid Item Breakdown

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

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.

GFE to achieve 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 and the DBE Bid Item Breakdown
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) and the DBE Bid Item Breakdown form.

In the case where a Bidder is awarded the contract based on demonstrating adequate GFE Documentation, 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.

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

Procedures between Award and Execution

DBE Trucking Credit Form

The successful Bidder shall submit a DBE Trucking Credit Form (WSDOT Form 272-058), as specified in the Special Provisions for Section 1-03.3, Execution of Contract.

The DBE Trucking Credit Form is required for all DBE Firms performing 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 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 will 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:

1. 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.
2. 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.
3. 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.
4. Leased trucks shall display the name and identification number of the DBE.

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 DBE/FSBE Truck Unit Listing Log (DOT Form 350-077) and all Rental/Lease agreements (if applicable). The supplemental information shall be submitted in an electronic format 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 Truck Unit Listing Log and any Updated Primary 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 DBE/FSBE Truck Unit Listing Log (DOT Form 350-077) for each day that the DBE performs trucking services for DBE credit. The Daily Truck Unit Listing Log forms shall be submitted by Friday of the week after the Work was performed by email to the following email addresses.

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

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 (WSDOT 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 to the 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.

Reporting

The Contractor and all subcontractors of any tier, suppliers, service providers, and professional services 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.

Crediting DBE Participation

General

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.

DBE Prime Contractor and Subcontractor Participation

Only take credit for the Work that the DBE contractor performs with its own forces and is certified to perform.

If the Prime Contractor, subcontractor, or lower tier subcontractor 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 Commitments only if the lower-tier subcontractor is also a DBE.

Work subcontracted to a lower-tier subcontractor that is a DBE may be counted toward the DBE Commitments only if the lower-tier subcontractor self performs a minimum of 30 percent of the Work subcontracted to them.

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

DBE Subcontract and Lower Tier Subcontract Documents

DBE Consultants

A DBE firm providing a bona fide service, such as professional, technical, or managerial services, specifically required for the performance of the contract will be credited as DBE participation

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 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 Participation

If the DBE firm only provides "Flagging", the DBE firm must provide a traffic control supervisor (TCS) and flagger(s), which are under the direct control of the DBE. The DBE firm shall also provide all flagging equipment for its 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 Participation

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 Supplier

The credit of a DBE Supplier is decided on a contract-by-contract basis based on what the role the proposed DBE Supplier will be performing. OECR will make determinations on whether a Supplier qualifies as a Regular Dealer, Distributor, or Transaction Facilitator based on their role for the Contract.

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

Regular Dealer - Sixty percent (60%) of the cost of materials or supplies purchased from a DBE Regular Dealer may be credited toward the DBE Goal.

Distributor – Forty percent (40%) of the cost of materials or supplies purchased from a DBE Distributor may be credited toward the DBE Goal.

Transaction Facilitator - 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 toward the DBE COA Goal provided the fees are not excessive as compared with fees customarily allowed for similar services. The reasonable fee shall not exceed 5 percent of the total cost of the goods or 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 Goal.

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 has been 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.

Changes

In the event a change results in a reduction to Work committed to a COA DBE, the Contractor shall substitute other remaining Work to that COA DBE if possible, to avoid a change to the total dollar amount to be applied towards the goal committed to that COA DBE. If there is a reduction to the total dollar amount to be applied towards the goal for a COA DBE Commitment, regardless of the reason, it shall be viewed as DBE termination, and subject to the termination procedures below. A notification to the DBE shall occur as soon as possible but no later than two weeks after the Contractor is aware of the upcoming change.

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 changes between Contract

Award and Execution result in a substitution of COA DBE, the substitute DBE shall be 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 Contracting Agency. If the Contractor terminates a COA DBE without the prior written approval of the Contracting Agency, 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 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 GFE Documentation). 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.

As mentioned above, 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:

1. The DBE fails or refuses to execute a written contract.
2. The DBE fails or refuses to perform the Work of its subcontract in a way consistent with normal industry standards.
3. The DBE fails or refuses to meet the Contractor's reasonable nondiscriminatory bond requirements.
4. The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness.
5. The DBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal law or applicable State law.
6. The DBE is ineligible to receive DBE credit for the type of work involved.
7. The DBE voluntarily withdraws from the project and provides written notice of its withdrawal.

8. The DBE's work is deemed unsatisfactory by the Engineer and not in compliance with the Contract.
9. 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:

1. The Contractor seeks to terminate a COA DBE so that the Contractor can self-perform the Work.
2. The Contractor seeks to terminate a COA DBE so the Contractor can substitute another DBE contractor or non-DBE contractor after Contract Award.
3. 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.

Good Faith Effort (GFE) Documentation

GFE Documentation is required and will be evaluated whenever the Contractor is unable to fulfill the program requirement. This evaluation may need to be repeated 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 Documentation 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. GFE Documentation 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 or without merit. If, during the life of the Contract, the Contractor submits an additional GFE Documentation and the Contracting Agency's GFE Documentation review determines a GFE Documentation is inadequate or has no merit, the Contractor has the right to request reconsideration of the Contracting Agency's determination.

1. The Bidder must request reconsideration within 48 hours of notification of GFE Documentation being inadequate or without merit, or the Bidder forfeits the right to reconsideration.
2. The reconsideration decision on the adequacy or merit of the Bidder's GFE Documentation shall be made by an official who did not take part in the original determination.
3. Only original GFE Documentation submitted as a supplement to the Bid will be considered. The Bidder shall not introduce new documentation at the reconsideration hearing.
4. 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.
5. 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.

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.

If the Contractor or any subcontractor of any tier, supplier, service providers, or professional services is deemed to be in non-compliance, the Contractor will be informed in writing 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.

1-07.11(2) Contractual Requirements

(November 25, 2024 APWA GSP)

Delete item 11 of the first paragraph of Section 1-07.11(2).

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.

1-07.13 Contractor's Responsibility for Work

(*****)

1-07.13(4) Repair of Damage

Section 1-07.13(4) is revised to read:

The Contractor shall promptly repair all damage to either temporary or permanent work as directed by the Engineer. For damage qualifying for relief under Sections 1-07.13(1), 1-07.13(2) or 1-07.13(3), payment will be made in accordance with Section 1-04.4. Payment will be limited to repair of damaged work only. No payment will be made for delay or disruption of work.

1-07.17 Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

(October 3, 2022)

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

Public and private utilities, or their Contractors, will furnish all work necessary to adjust, relocate, replace, or construct their facilities unless otherwise provided for in the Plans or these Special Provisions. Such adjustment, relocation, replacement, or construction will be done during the prosecution of the work for this project. It is anticipated that utility adjustment, relocation, replacement, or construction within the project limits will be completed as follows:

*** Cowlitz PUD will relocate power and guy poles and services. Phone, fiber and cable underground utilities will be relocated. Relocations will occur during two utility work windows, lasting 4 weeks each. The first work window will be after clearing and grubbing is completed. The second work window will be after the embankment has been constructed at the Bybee Creek culvert and other work has been completed up to subgrade. The Contractor may continue work in areas where utility work is not being actively worked on. Working days will be charged if work by the Contractor is being done on the critical path shown on the Contractor's schedule. Utility work windows shall be shown on the Contractor's schedule. ***

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

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

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

Fiber Optic/Telephone:

AT&T
11241 Willows Road NE Suite 130
Redmond, WA 98052

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

Kalama Telephone
PO Box 1068
Kalama, Washington 98625
(360) 673-2764

Sprint Communications
2210 S. 35th Street
Tacoma, WA 98409
(360) 402-4159

Verizon
2550 NE Alcolek Drive
Hillsboro, OR 97124
503-867-2758

Zayo Fiber Solutions
2101 4th Avenue, Suite 2000
Seattle, Washington 98121
(702) 755-1143

Ziply Fiber
354 S. 4th St.
P.O. Box 535
Coos Bay, OR. 97420
(503) 626-3270

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

Water/Sewer: City of Kalama
6300 Old Pacific Highway South
Kalama, Washington 98625
(360) 673-3706 ***

(*****)

The above are all the utilities known by the County to be within the location of the planned excavation or project area. Additionally, the Contractor shall take all steps required to comply with RCW Chapter 19.122. Once marked by the owner of the underground facility, the Contractor is responsible for maintaining the markings, per RCW 19.122.030.

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 not satisfy these requirements – actual endorsements must be submitted.

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

1-07.18(5) Coverages and Limits

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

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

1-07.18(5)A Commercial General Liability

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

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

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

Such policy must provide the following minimum limits:

\$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

(July 8, 2024 APWA GSP)

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

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

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

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

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.

1-08.1(8)B Clauses Required in Subcontracts of All Tiers

(November 25, 2024 APWA GSP)

Delete item 8 of the second paragraph of Section 1-08.1(8)B.

Section 1-08.1(9) is revised to read:

Submittal of Executed DBE 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 for the region administering the Contract:

eugeniss@cowlitzwa.gov

SW RegionOEO@wsdot.wa.gov

1-08.5 Time for Completion

(November 25, 2024 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

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

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

the procedures of Section 1-04.5, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
 - a. Certified Payrolls (per Section 1-07.9(5)).
 - b. Material Acceptance Certification Documents
 - c. Monthly Reports in DMCS of the amounts paid including the final payment confirmation to all firms required by Section 1-08.1(7)A if applicable
 - d. Final Contract Voucher Certification
 - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
 - f. A copy of the Notice of Termination sent to the Washington State Department of Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the Notice of Termination by Ecology; and no rejection of the Notice of Termination by Ecology. This requirement will not apply if the Construction Stormwater General Permit is transferred back to the Contracting Agency in accordance with Section 8-01.3(16).
 - g. Property owner releases per Section 1-07.24

Section 1-08.5 is supplemented with the following:

(March 13, 1995)

This project shall be physically completed within *** 180 *** working days.

(*****)

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

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

*** Steel Plate Arch Culvert,
Precast concrete culvert
Utility Work ***

Charging of contract time will resume upon delivery of the critical materials to the Contractor or *** 60 *** calendar days after execution by the Contracting Agency, whichever occurs first.

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 *** \$500 *** 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

1-09.2(1) General Requirements for Weighing Equipment

(November 25, 2024 APWA GSP, Option B)

Revise item 4 of the fifth paragraph to read:

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

1-09.6 Force Account

(December 30, 2022 APWA GSP)

Supplement this section with the following:

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

1-09.7 Mobilization

(December 30, 2022 APWA GSP)

Delete this Section and replace it with the following:

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

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

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

1. When 5 percent of the total original Bid Schedule amount is earned from other Contract items on that original Bid Schedule, excluding amounts paid for materials on hand, 50 percent of the Bid Item for mobilization on that original Bid Schedule, 5 percent of the total of that original Bid Schedule, or 5 percent of the total original Contract amount, whichever is the least, will be paid.

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

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

1-09.9 Payments

(July 8, 2024, APWA GSP, Option B)

Delete the fourth paragraph and replace it with the following:

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

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

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

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

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

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

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

1-09.9 Payments

(July 8, 2024 APWA GSP, Option A)

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.

1-09.13(4) Venue for Litigation
(December 30, 2022 APWA GSP)

Revise this section to read:

Litigation shall be brought in the Superior Court of the county in which the Contracting Agency's headquarters is located, provided that where claims are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is mutually agreed by the parties that when litigation occurs, the Contractor shall permit the Contracting Agency to have timely access to all records deemed necessary by the Contracting Agency to assist in evaluating the claims or action.

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>

1-10.5 Payment

1-10.5(2) Item Bids With Lump Sum for Incidentals

Section 1-10.5(2) is supplemented with the following:

(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.

Add the following paragraph after the bid item “Flaggers” in Section 1-10.5(2):

(*****)

The Contractor shall be paid only for the actual amount of hours for each flagging station that is staffed by Flaggers provided by the Contractor. Payment for setup and take down of signs and other temporary traffic control devices shall be included in the bid item, “Other Temporary Traffic Control Devices”.

BID ITEMS SCHEDULES A AND B

Schedule A is for roadway, storm drainage, culverts, and other work from Station 10 +00 to Station 42+73.

Schedule B is for roadway, storm drainage, culverts and other work from Station 42+73 to 48+50 and Confer Road Station 100+00 to 103+95

BID ITEMS 1 and 80: 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

This bid item shall be accomplished in accordance with the Plans, Standard Specification Section 1-05.4 and the Special Provisions for Section 1-05.4.

BID ITEMS 3 and 81: SPCC PLAN

These bid items shall be accomplished in accordance with the Plans and Standard Specification Section 1-07.15(1).

BID ITEM 4: TRAINING

This bid item shall be accomplished in accordance with the Special Training Provisions located in the Special Provisions.

BID ITEMS 5 and 81: MOBILIZATION

This bid item shall be accomplished in accordance with the Plans and Standard Specification Section 1-09.7.

BID ITEM 6 and 83: TRAFFIC CONTROL SUPERVISOR

BID ITEMS 7 and 84: FLAGGERS

BID ITEMS 8 and 85: OTHER TEMPORARY TRAFFIC CONTROL DEVICES

BID ITEM 9: PORTABLE TEMPORARY TRAFFIC CONTROL SIGNAL

BID ITEMS 10 and 86: 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 ITEMS 11 and 87: CLEARING AND GRUBBING

BID ITEM 12: SALVAGED TREE PLACEMENT

This bid item 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.

2-01.2 Disposal of Usable Material and Debris

The third paragraph of Section 2-01.2 is revised to read:

(*****)

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(3) Tree Removal and Vegetation Salvage

Section 2-01.3(3) is supplemented with the following:

(*****)

The Project Representative shall flag all trees within the clearing and grubbing limits to be salvaged and will review with the Contractor. Tree(s) 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 tree(s) are removed and stockpiled, the Project Representative shall inspect them and 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 will be measured per each.

2-01.5 Payment

Add the following to the third paragraph of Section 2-01.5 which begins “the unit Contract price per acre...”:

(*****)

It has been calculated that there are approximately 4.5 acres of Clearing and Grubbing required for this project. This value has been provided for the purposes of bidding only. No adjustment to this lump sum bid item will be made.

Section 2-01.5 is supplemented with the following:

(*****)

“Salvaged Tree Placement”, per each.

The 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 ITEMS 13 and 88: REMOVAL OF STRUCTURES AND OBSTRUCTIONS

These bid items shall be accomplished in accordance with the Plans and Standard Specification Section

2-02, except as modified below:

2-02.1 Description

Section 2-02.2 is supplemented with the following:

(*****)

Removal of Structures and Obstructions shall consist of the following work:

1. Approximately 2' diameter concrete culvert located at the Schoolhouse Tributary – 55' Length
2. Approximately 6.5' x 8' four-sided concrete box culvert at Bybee Creek – 75' Length
3. Concrete Wingwalls associated with the Bybee Creek culvert.
4. Removal of gabion walls associated with the Bybee Creek culvert road fill.
5. Removal of fences, signs and culverts.
6. Removal of existing pavement outside the limits of roadway excavation.

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

(*****)

Revise Item 2. of Section 2-02.3(3) which begins "Material that is.." to read as follows:

2. Material from excavated pavements, sidewalks, curbs and gutters to be incorporated into the roadway embankment shall be cleaned of embankment materials and broken into individual fragments one foot or less in their greatest dimension and no part of any piece shall be within 3 feet of the top, side, or end surface of the embankment or any Structure. Materials not incorporated into the roadway embankment shall be disposed of in accordance with applicable local and state regulations.

Excavated pavements are not allowed to be used in embankments adjacent to creeks or wetlands.

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.

It has been calculated that there are approximately 850 square yards of existing asphalt concrete pavement located within the project limits of Schedule A that are designated for removal in the Removal of Structure and Obstruction bid item. This value has been provided for the purposes of bidding only.

No cost adjustment to the lump sum bid item for Removal of Structure and Obstruction will be made.

BID ITEMS 14 and 89: ROADWAY EXCAVATION, EMBANKMENT AND DISPOSAL INCLUDING HAUL

BID ITEMS 15 and 90: ROCK EXCAVATION INCLUDING HAUL

BID ITEM 16 : UNSUITABLE FOUNDATION EXCAVATION INCLUDING HAUL

BID ITEM 17 : CHANNEL 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 Vacant

Revise Section 2-03.2, including the title, to read as follows:

(*****)

2-03.2 Materials

Materials excavated on-site shall be segregated into two general categories: material for salvage as Streambed Sediment and material for disposal. “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 meet the perform the Work.

Channel Excavation Incl. Haul shall include the excavation, handling, stockpiling, or mixing as Streambed Sediment. Should a shortage of Streambed Sediment occur, and the Contractor has wasted or otherwise disposed of salvageable material, the Contractor shall furnish additional Streambed Sediment per Section 9-03.11(1) at no expense to the Contracting Agency.

2-03.3 Construction Requirements

Add the following to Section 2-03.3:

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 Bybee and Schoolhouse Creek channels 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 of 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:

(*****)

Excavation and backfilling may begin after the installation of any necessary Stormwater Pollution Prevention 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 Bybee and Schoolhouse Creek channel and streambank grades shown on the Contract Plans.

2-03.3(19) Removal of Pavement, Sidewalks, and Curbs

Removal of pavement, sidewalks, curbs, or other similar materials that lie within the limits of excavation shall be included in the unit bid price for this bid item and shall be completed in accordance with Section 2-02.3(3) unless specifically identified for removal under the Removal of Structures and Obstructions bid item of this document.

Add the following to Section 2-02.3(3) which is referenced by Section 2-03.3(19):

(*****)

Revise Item 2. of Section 2-02.3(3) which begins "Material that is.." to read as follows:

2. Material from excavated pavements, sidewalks, curbs and gutters to be incorporated into the roadway embankment shall be cleaned of embankment materials and broken into individual fragments one foot or less in their greatest dimension and no part of any piece shall be within 3 feet of the top, side, or end surface of the embankment or any Structure. Materials not incorporated into the roadway embankment shall be disposed of in accordance with applicable local and state regulations.

2-03.3(2) Rock Cuts

Add the following to Section 2-03.3(2):

(*****)

Blasting is not allowed for this project. Rock may be encountered below existing grade. This material may not be suitable for excavation by normal means. Normal means is defined as excavation with a hydraulic excavator with a minimum operating weight of 80,000 pounds and a 50,000-pound bucket digging force with toothed bucket. Material not suitable for excavation by normal means must be excavated with means other than the use of explosives. The Contractor shall make his own determination of equipment required to perform the work. No additional compensation other than provided herein will be allowed due to the presence of rock. Only material not suitable for excavation by normal means shall be considered "Rock Excavation". The Engineer shall determine if material excavated will be paid under the "Roadway Excavation, Embankment and Disposal Including Haul" or "Rock Excavation Including Haul" bid items.

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, compacted, or abandoned as specified, unless otherwise noted on the plans.

Where shown on the Plans or where designated by the Engineer, existing culverts shall be plugged on both the inlet and outlet ends with Class 3000 concrete. Care shall be used in placing the concrete in the culvert to see that the opening of the pipe is completely filled and thoroughly plugged. A minimum linear plug length of two pipe diameters is required.

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.

2-03.4 Measurement

Add the following to Section 2-03.4:

(*****)

Roadway excavation, embankment and disposal including haul - by the cubic yard.

Rock Excavation Including Haul – by the cubic yard. The rock excavation quantity will be determined by neat line measurement. Only material determined to be not suitable for excavation by normal means will be measured for the bid item Rock Excavation Including Haul.

Unsuitable Foundation Excavation Including Haul – by the cubic yard. The unsuitable foundation excavation quantity will be determined by neat line measurement.

Channel Excavation Including Haul – by the cubic yard.

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.

It is anticipated that up to 1,000 cubic yards of the material excavated in this bid item may be determined suitable by the Engineer to be used in the construction of embankments in lieu of using the Structural Fill Including Haul or other embankment material specifications noted in this contract. This value has been provided for the purposes of bidding only. No adjustment to the unit price of this bid item will be made.

"Rock Excavation Including Haul", per cubic yard.

The unit contract price per cubic yard for Rock Excavation Including Haul shall be full pay for fracturing, excavating, loading, hauling, placing, compacting, or otherwise disposing of the materials as directed by the Engineer.

It is anticipated that up to **100%** of the material excavated in this bid item may be determined suitable by the Engineer to be used in the construction of embankments in lieu of using the Structural Fill Including Haul or other embankment material specifications noted in this contract. This value has been provided for the purposes of bidding only. No adjustment to the unit price of this bid item will be made.

“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.

“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, and disposing of materials as directed by the Engineer.

1. It is anticipated that up to 75% of the material excavated in the Channel Excavation Including Haul Firehouse retaining wall construction near the intersection of S. Cloverdale Road and Todd Road.
2. Culvert headwall and wingwall construction at Schoolhouse Creek Tributary (2 walls).
3. Culvert, headwall and wingwall construction at Bybee Creek.

BID ITEM 18: STRUCTURE EXCAVATION CLASS A INCL. HAUL

BID ITEM 19: 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 Construction Requirements

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:

(March 13, 1995)

The Contractor shall protect the existing pavement from damage due to the Contractor's operations and shall shore all excavation adjacent to the existing pavement.

(*****)

Contractor designed shoring is anticipated at the following project locations:

4. Firehouse retaining wall construction near the intersection of S. Cloverdale Road and Todd Road.
5. Culvert and retaining wall construction at Schoolhouse Creek Tributary (2 walls).
6. Culvert and retaining wall construction at Bybee Creek (1 wall).

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 ITEMS 20 and 91: TRIMMING AND CLEANUP

These bid items shall be accomplished in accordance with the Plans and Standard Specification Section 2-11.

BID ITEMS 21 and 92: CONSTRUCTION GEOTEXTILE FOR SEPARATION

These bid items 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 ITEMS 22 and 93: 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, Rock Excavation 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 Max	12-inch Max
12-inch square	100	99-100
3-inch square	99-100	30-50
1-inch square	45-75	15-35
¾-inch square	15-35	10-20
U.S. No. 200	5 max.	5 max.

In addition to the requirements specified in Section 9-03.10, Structural Fill shall meet the following requirements:

50% of the aggregate retained on the 3-inch square sieve shall have at least one fractured face. 70% of the aggregate retained on each of the 1-inch square and ¾-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 course to fine.

No rock retained on the 3-inch square sieve shall have breadth or thickness less than half of its length.

2-13.3 Construction Requirements

For the 3-inch maximum structural fill, 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.

For the 12-inch maximum structural fill, embankments shall be constructed in accordance with Sections 2-03.3(14)A of the Standard Specifications.

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.

Structural Fill material shall not be more than 3 inches in size when placed within the upper 2 feet of embankments, within 1 foot of guardrail posts or within 2 feet of any culvert.

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, Rock Excavation 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 ITEMS 23 and 94: CRUSHED SURFACING BASE COURSE

These bid items shall be accomplished in accordance with the Plans and Standard Specification Section 4-04, except as modified below.

4-04 BALLAST AND CRUSHED SURFACING

4-04.3 Construction Requirements

(*****)

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 second paragraph under item **2 Road Mix Method** 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 ITEMS 24 and 95: HMA CLASS 3/8 Inch PG 58H-22

BID ITEMS 25 and 96: HMA CLASS 3/8 Inch PG 58H-22 FOR APPROACH

BID ITEMS 26 AND 97: HMA FOR PRELEVELING CLASS 3/8 Inch PG 58H-22

BID ITEMS 27 and 98: PLANING BITUMINOUS PAVEMENT

BID ITEMS 28 and 99: 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 conveyor 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 $\frac{3}{4}$ " and HMA Class $\frac{1}{2}$ "	
wearing course	0.30 feet
other courses	0.35 feet
HMA Class $\frac{3}{8}$ "	~~0.15~~ <u>0.17</u> 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	Ave. Depth Deviation
	At any point	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 subplot shall be equal to one day's production or 800 tons, whichever is less except that the final subplot will be a minimum of 400 tons and may be increased to 1200 tons.

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

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

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 AASH-T O T 168. A minimum of three samples should be taken for each class of HMA placed on a project. If used in a structural application, at least one of the three samples shall 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 (V_a) (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 subplot be retested. To request a retest, the Contractor shall submit a written request within 7 calendar days after the specific test results have been received. A split of the original acceptance sample will be retested. The split of the sample will not be tested with the same tester that ran the original acceptance test. The sample will be tested for a complete gradation analysis, asphalt binder content, and, at the option of the agency, V_a . The results of the retest will be used for the acceptance of the HMA in place of the original subplot sample test results. The cost of testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of \$500 per sample.

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

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

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

5-04.3(10)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 subplot shall be equal to one day's production or 400 tons, whichever is less except that the final subplot will be a minimum of 200 tons and may be increased to 800 tons. Testing for compaction will be at the rate of 5 tests per subplot per WSDOT T 738.

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

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

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

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

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

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

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

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

5-04.3(11) 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.

The HMA overlay shall be feathered to produce a smooth riding connection to the existing pavement.

HMA utilized in the construction of the feathered connections shall be modified by eliminating the coarse aggregate from the mix at the Contractor's plant or the commercial source or by raking the joint on the roadway, to the satisfaction of the Engineer.

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 $\frac{1}{2}$ 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 $\frac{1}{8}$ 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 $\frac{1}{4}$ 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.

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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. Planing is to be used where the plans show removal of existing pavement to the bottom elevation of the new HMA paving.

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. Planing outside the limits of planning shown on the plans or specified in 5-04.3(14) will not be measured. These areas will be measured as Roadway Excavation, Embankment and Disposal incl. Haul.

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). Planing outside the limits of planning shown on the plans or specified in 5-04.3(14) will not

“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 ITEMS 29 to 35

“6-01 GENERAL REQUIREMENTS FOR STRUCTURES”

6-01.9 is supplemented with the following:

Shop Drawings. The Contractor shall submit five copies of all shop drawings and samples to the Engineer for review and approval in accordance with the schedule of shop drawing submissions approved at the Pre-Construction Conference. Contractor shall check and verify all field measurements prior to submitting shop drawings to Engineer for review and approval, shop drawings shall have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, material or construction and like information to enable the Engineer to review the information as required.

At the time of each submission, the Contractor shall, in writing, call the Engineer’s attention to any deviations that the Shop Drawings or Samples may have from the requirements of the Contract Documents.

The Engineer will review and approve with reasonable promptness shop drawings and samples, but the Engineer’s review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Engineer and shall return the required number of corrected copies of shop drawing and resubmit new samples for review and approval. The Contractor shall direct specific attention, in writing, to revisions other than the corrections called for by the Engineer on previous submittals. The Contractor’s stamp of approval on any shop drawings or samples shall constitute a representation to Owner and Engineer that Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that the

Contractor has reviewed or coordinated each shop drawing or sample with the requirements of the work and the Contract Documents.

Where a shop drawing or sample is required by the Specifications, no related work shall be commenced until the submittal has been reviewed and approved by the Engineer.

The Engineer's review and approval of shop drawings or samples shall not relieve the Contractor from responsibility for any deviations from the Contract Documents unless the Contractor has, in writing, called the Engineer's attention to such deviation at the time of submission and the Engineer has given written concurrence and approval to the specific deviation, nor shall any concurrence or approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the shop drawings.

The following is a list of products and materials for which the Contractor shall submit shop drawings or samples. The list may not be inclusive and is subject to revision by the Engineer and Owner.

1. Contractor Designed Buried Structures
2. Reinforced Concrete Headwalls
3. Reinforced Concrete Wingwalls
4. Reinforced Concrete Footings

BID ITEM 29: CONC. CLASS 4000 FOR FOOTINGS, HEADWALLS, AND WINGWALLS

BID ITEM 30: 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, except as modified below:

6-02 CONCRETE STRUCTURES

6-02.2 Materials

Add the following to Section 6-02.2:

(September 8, 2020)

Epoxy Bonding Agent For Surfaces And For Steel Reinforcing Bar Dowels

Epoxy bonding agent for surfaces shall be Type II, as specified in Section 9-26.1. Epoxy bonding agent for steel reinforcing bar dowels shall be either Type I or Type IV, as specified in Section 9-26.1. The grade and class of epoxy bonding agent shall be as recommended by the resin manufacturer.

6-02.3 Construction Requirements

6-02.3(24) Reinforcement

6-02.3(24)C Placing and Fastening

Add the following to Section 6-02.3(24)C:

(September 8, 2020)

Drilling Holes for, and Setting, Steel Reinforcing Bar Dowels

Where called for in the Plans, holes shall be drilled into existing concrete to the size and dimension shown in the Plans. The Contractor may use any method for drilling the holes provided the method

selected does not damage the concrete and the steel reinforcing bar that is to remain. Core drilling will be required when specifically noted in the Plans.

The Contractor shall exercise care in locating and drilling the holes to avoid damage to existing steel reinforcing bars and concrete. Location of the holes may be shifted slightly with the acceptance of the Engineer in order to avoid damaging the existing steel reinforcing bars. All damage caused by the Contractor's operations shall be repaired by the Contractor in accordance with Section 1-07.13.

Steel reinforcing bars shall be set into the holes noted in the Plans with epoxy resin. The holes shall be cleaned before placing the resin.

The Contractor shall demonstrate, to the satisfaction of the Engineer, that the method used for setting the steel reinforcing bars completely fills the void between the steel reinforcing bar and the concrete with epoxy resin. Dams shall be placed at the front of the holes to confine the epoxy and shall not be removed until the epoxy has cured in the hole.

BID ITEM 31: BRIDGE RAILING TYPE CHAIN LINK PIPE RAIL

This bid item shall be accomplished in accordance with the Plans and Standard Specification Section 6-06, except as modified below.

6-06 BRIDGE RAILINGS

6-06.2 Materials

Add the following to Section 6-06.2:

(*****)

Chain Link Fence Fabric, Fittings, and Hardware 9-16.1(1)

6-06.3 Construction Requirements

Add the following to Section 6-06.3:

(*****)

Install chain link fabric on chain link pipe railing in accordance with Section 8-12.3(1)D

BID ITEM 32: PRECAST CONCRETE BARRIER TYPE F UNANCHORED

BID ITEM 33: PRECAST CONCRETE BARRIER TYPE F ANCHORED

These bid items shall be accomplished in accordance with the Plans and Standard Specification Section 6-10.

BID ITEM 34: CONTRACTOR DESIGNED BURIED STRUCTURE – SCHOOLHOUSE TRIBUTARY

BID ITEM 35: CONTRACTOR DESIGNED BURIED STRUCTURE – BYBEE CREEK

These bid items shall be accomplished in accordance with the Plans and Standard Specification Section 6-20.

BID ITEM 36: NARROW INFILTRATION TRENCH

BID ITEM 37: WIDE INFILTRATION TRENCH

BID ITEM 38: UNDERDRAIN PIPE, 6-INCH DIAM.

These bid items shall be accomplished in accordance with the Plans and Standard Specification Section 7-01, except as modified below.

7-01.1 Description

(*****)

Add the following to Section 7-01.1:

The Underdrain Pipe, 6-Inch Diameter, bid item consists of installing underdrain pipe in a trench designated for underdrain only.

The Narrow and Wide Infiltration Trench bid items consist of installing geotextile and drain rock in a trench in accordance with the Plans and these Specifications at the locations staked.

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.

Aggregate for infiltration trench backfill shall meet the following requirement for grading:

Sieve Size	Percent Passing by Weight
3-inch square	100
2 1/2-inch square	90-100
2-inch square	40-60
1 ½ - inch square	0-10
No. 4	5 max.

(*****)

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..."

7-01.3 Construction Requirements

Add the following to Section 7-01.3:

Section 7-01.3(3) Infiltration Trench

Infiltration Trenches shall be constructed to the lines and grades as shown on the plans. Excavation and construction of the infiltration trench shall be done in a manner that does not reduce the infiltration of the adjacent soil.

7-01.4 Measurement

(*****)

Revise the first paragraph of Section 7-01.4 which begins "The length of drain or underdrain pipe.." to read as follows:

The length of Infiltration Trench, drain or underdrain pipe will be the number of linear feet of completed installation measured along the bottom of the trench or along the invert. Infiltration trench or pipe placed in excess of the length shown in the Plans will not be measured or paid for.

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 Infiltration Trench, Drain Pipe or Underdrain Pipe of the type and size specified shall be full pay for furnishing and installing the trench or pipe specified. 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, drain rock, geotextile, compaction and all other work essential for the completion of the installation to the required lines and grades.

BID ITEMS 39 and 100: CORRUGATED POLYETHYLENE CULVERT PIPE, 12-INCH DIAM

BID ITEMS 101: DUCTILE IRON CULVERT PIPE, 14-INCH DIAM

BID ITEMS 40: CORRUGATED POLYETHYLENE CULVERT PIPE, 18-INCH DIAM

BID ITEMS 41: CORRUGATED POLYETHYLENE CULVERT PIPE, 24-INCH DIAM

These bid items shall be accomplished in accordance with the Plans and Standard Specification Section 7-02 and 7-08, except as modified below.

7-02.3 Construction Requirements

(*****)

Add the following to Section 7-08, which is referenced by Section 7-02.3:

7-08.2 Materials

(*****)

Section 7-08.2 is supplemented with the following:

Ductile Iron Class 52 Culvert Pipe 9-30.2(1)

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.

7-04.5 Payment

(*****)

Add the following to section 7-02.5:

The unit contract price per linear foot for culvert pipe of the type and size specified shall be full pay for furnishing and installing the pipe. Installation shall include excavation, removal of culverts or structures to be abandoned or replaced, 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 ITEMS 42 and 102: CORRUGATED POLYETHYLENE STORM SEWER PIPE, 12-INCH DIAM
BID ITEM 43: CORRUGATED POLYETHYLENE STORM SEWER PIPE, 18-INCH DIAM

These bid items 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, removal of culverts or structures to be abandoned or replaced, 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 44: MANHOLE – 48 INCH DIAMETER TYPE 1

BID ITEMS 45 and 103: CURB INLET TYPE 1L

BID ITEM 46: DITCH INLET

These bid items shall be accomplished in accordance with the Plans, Cowlitz County Standard Plans, WSDOT Standard Plans and Standard Specification Section 7-05, except as modified below.

7-05.2 Materials

(*****)

Add the following to the materials list of Section 7-05.2:

Curb Inlet Type 1L. Inlet frame, grate, and curb box castings shall be R-3250-CV by Neenah Foundry: I-3250 by D&L Foundry or approved equal. Base sections shall be precast catch basin base sections, with reducing sections, conforming to the requirements for Catch Basin Type 1L as shown on WSDOT Standard Plan B-5.40-00.

Add the following to Section 7-05.2:

A WSDOT inspection stamp is required on all precast concrete structures.

7-05.3 Construction Requirements

(*****)

Add the following to Section 7-05.3:

Where mortar is used to seal around pipes, both faces of the structure wall shall be fully grouted around the pipe, and the annular space around the pipe shall be grouted solid through the entire wall thickness.

Manholes and curb inlets shall be constructed in conformance with the following standard plans:

Drainage Structure

Manhole, _____-Inch Dia, Type 1
Curb Inlet Type 1L
Ditch Inlet

Standard Plan

WSDOT Standard Plan B-15.20
Cowlitz County Standard Plan CC-1610
Per Details on Plan

7-05.5 Payment

(*****)

Add the following to Section 7-05.5:

“Curb Inlet Type ____”, per each.

“Ditch Inlet”, per each.

The unit contract price per each for the drainage structures of the type and size specified shall be full pay for furnishing and installing the completed installation. Installation shall include excavation, removal of culverts or structures to be abandoned or replaced, furnishing and placing of all accessories such as cast iron rings, covers and steps, concrete channels in inlets and manholes, connections to new and existing facilities, backfill, compaction, testing and all other items essential for the completion of the installation as specified.

BID ITEMS 47 and 104: SHORING OR EXTRA EXCAVATION CLASS B

These bid items shall be accomplished in accordance with the Plans, Standard Specification Section 2-09, Section 7-08, the Revised Code of Washington Chapter 39.04.180, the Washington Administrative Code, Chapter 296-155, Part N, and all referenced or otherwise applicable safety requirements, except as modified below.

7-08.4 Measurement

(*****)

Delete paragraph five of Section 7-08.4 which begins “Shoring or extra excavation...”, and replace with the following:

No specific unit of measurement shall apply to the lump sum item of shoring or extra excavation.

7-08.5 Payment

(*****)

Delete the ninth paragraph of Section 7-08.5 which begins “Shoring or Extra Excavation Class B per...”, and replace with the following:

“Shoring or Extra Excavation Class B”, lump sum.

BID ITEMS 48 and 105: STORMWATER POLLUTION PREVENTION

This bid item shall be accomplished in accordance with the Plans, Standard Specification Section 8-01, and Appendix J – Construction Stormwater General Permit, except as modified below.

8-01 Erosion Control and Water Pollution Control

Section 8-01 is supplemented with the following:

(*****)

All equipment used for in-water work within the existing ordinary high water (OHW) level of Schoolhouse and Bybee 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.

(*****)

Stormwater Pollution Prevention

The Contractor shall prepare a Stormwater Pollution Prevention Plan (SWPPP) for all construction activities required for the project. The SWPPP shall comply with all requirements of the State of Washington Department of Ecology Construction Stormwater General Permit (NPDES Permit) in Appendix J. The SWPPP shall be prepared prior to any construction activities and shall be kept onsite at all times from the initial soil disturbance until final stabilization of the project site. A copy of the SWPPP shall be submitted to the Engineer.

In the event that the SWPPP needs to be modified due to changes in the Contractor's operations, the Contractor shall prepare a revised SWPPP. This revised SWPPP shall be kept onsite at all times from the initial soil disturbance until final stabilization of the project site. A copy of this revised SWPPP shall be submitted to the Engineer.

The Contractor shall implement all provisions of the SWPPP and the NPDES Permit throughout the project. This includes, but is not limited to, the installation of all necessary best management practices (BMP's), monitoring and reporting on the BMP's and stormwater discharges, and maintenance of the BMP's.

Transfer of Coverage

Prior to the commencement of any construction activities, the Contractor and Contracting Agency shall complete a Transfer of Coverage form to transfer coverage of the Construction Stormwater General Permit. The Contractor shall become the new operator/permittee and shall assign an on-site contact person. After the Transfer of Coverage form has been completed and signed by both parties, the County shall submit the form to the Washington State Department of Ecology.

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 and as directed by the Engineer or Contracting Agency. 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 Contracting Agency will be responsible for monitoring and measuring turbidity as specified in applicable permits.

8-01.3 Construction Requirements

8-01.3(1) General

Section 8-01.3(1) is supplemented with the following:

(*****)

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 Contracting Agency 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.

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.

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(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 3-inches thick.

8-01.3(3) Placing Erosion Control Blanket

Section 8-01.3(3) is supplemented with the following:

(*****)

Erosion Control Blanket shall meet the requirement of Section 9-14 of these special provisions. Erosion Control Blanket shall be placed on all constructed slopes steeper than 3H:1V as shown on the Plans. Immediately following the grading, erosion control blankets shall be unrolled parallel to the stream flow direction. Erosion Control Blankets shall be installed such that they are flat, smooth, and in full contact with the ground surface. The blanket shall extend approximately 1-foot underneath the ESM and wrap around the top of the constructed streambank. At all locations the Contractor shall use wooden stakes for installation; no metal staples shall be permitted.

8-01.4 Measurement

Section 8-01.4 is supplemented with the following:

(*****)

No unit of measurement shall apply to the lump sum item of Stormwater Pollution Prevention.

8-01.5 Payment

Section 8-01.5 is supplemented with the following:

“Stormwater Pollution Prevention”, lump sum.

The lump sum contract price for Stormwater Pollution Prevention shall be full pay for preparing the SWPPP, revising the SWPPP as necessary, and keeping the SWPPP onsite at all times from the initial soil disturbance until final stabilization of the project site. It shall also be full pay for providing, installing and maintaining all necessary BMP’s and to perform the Work as described in Section 8-01. It shall also be full pay for all monitoring and reporting required by the SWPPP and the NPDES Permit.

BID ITEM 49: HIGH VISIBILITY SILT FENCE

This bid item shall be accomplished in accordance with the Plans and Standard Specification Section 8-01.

BID ITEM 50: PSIFE – 2 GALLON CONTAINER

BID ITEM 51: PSIFE – 1 GALLON CONTAINER

BID ITEM 52: PSIFE – LIVE STAKES

BID ITEM 53: FINE COMPOST

BID ITEM 54: TOPSOIL TYPE B

BID ITEM 55: BARK OR WOOD CHIP MULCH RINGS

BID ITEMS 56 and 106: SEEDING AND MULCHING

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

8-02.2 MATERIALS

Add the following to section 8-02.2

MATERIALS: EROSION CONTROL AND ROADSIDE PLANTING

Materials for erosion control and roadside planting shall be provided in accordance with the Plans and Standard Specification Section 9-14 except as modified below:

9-14 EROSION CONTROL AND ROADSIDE PLANTING

9-14.1 Materials Submittals and Acceptance

Section 9-14.1 is supplemented with following:

(*****)

At least 10 Working Days prior to placement of any soils specified in Section 9-14, the Contractor shall submit to the Engineer the following in accordance with Section 1-05.6. All test results shall be from samples sampled and tested less than 90 days prior to date of submittal.

9-14.3 Seed

Section 9-14.3 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.

9-14.6(2) Biodegradable Erosion Control Blanket

Section 9-14.6(2) is supplemented with the following:

(*****)

Unwoven Coir Biodegradable Fabric: Erosion control blanket constructed of 100% biodegradable materials with a 100% coconut fiber matrix and a functional longevity of approximately 24 months. The coconut fibers shall be evenly distributed over the entire area of the mat. The blanket shall be covered on the top and bottom with 100% biodegradable natural organic fiber netting woven into an approximate 1/2-inch x 1-inch mesh and sewn together with biodegradable thread on 1½ inch centers. The fabric shall meet the following minimum physical properties:

Property	Test Method	Typical
Thickness	ASTM D5199/ECTC	0.26 in
Resiliency	ECTC Guidelines	85%
Mass per Unit Area	ASTM D6475	8.83 oz/yd ²
Water Absorption	ASTM D1117/ECTC	155%
Swell	ECTC Guidelines	40%
Stiffness/ Flexibility	ASTM D1388/ECTC	0.11 oz-in
Light Penetration	ECTC Guidelines	16.40%
Smolder Resistance	ECTC Guidelines	Yes

Property	Test Method	Typical
MD Tensile Strength	ASTM D5035	342 lbs/ft
MD Elongation	ASTM D5035	7.60%
TD Tensile Strength	ASTM D5035	211 lbs/ft
TD Elongation	ASTM D5035	11.10%

Manufacturer: North American Green C125BN, or equivalent.

Woven Coir Biodegradable Fabric: Erosion control fabric constructed of 100% biodegradable materials with a 100% coconut fiber matrix and a functional longevity of approximately 48 months. The material shall be evenly wheel spun and uniformly twisted from well-cleaned 100% biodegradable natural organic coir woven into an approximate 2-inch x 2-inch mesh. The fabric shall meet the following minimum physical properties:

Property	Test Method	Typical
Weight per Unit Area	ASTM 3776-C	11.80 oz/yd ²
Open Area	--	65%
Wide Width Tensile Strength, Dry (lb/in)	ASTM D4595	51 x 31, Warp x Fill
Wide Width Tensile Strength, Wet (lb/in)	ASTM D4595	38 x 24, Warp x Fill
Elongation at Failure, Dry (%)	ASTM D4595	35 x 30, Warp x Fill
Elongation at Failure, Wet (%)	ASTM D4595	47 x 44, Warp x Fill
Maximum Shear Stress (lb/ft ²)	--	3.1
Water Flow Velocity	--	8.0

Wooden stakes, 24" x 2" x 4", tapered to a point, and capable of fully securing fabric to underlying soils.

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(5) Tagging

Add the following Section:

(*****)

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(6) Temporary Storage

Add the following Section:

(*****)

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.

8-02.3 Construction Requirements

8-02.3(4) Topsoil

8-02.3(4)B Topsoil Type B

Section 8-02.3(4)B is supplemented with the following:

(*****)

Topsoil Type B shall be placed to a 60%-80% compacted depth of six (6) inches.

8-02.3(5) Roadside Seeding, Lawn and Planting Area Preparation

8-02.3(5)C Planting Area Preparation

Section 8-02.3(5)C is supplemented with the following:

(*****)

Do not cultivate within a six-foot (6') radius of the driplines of existing trees to remain or in areas with extensive tree roots. Extensive tree roots are defined as one inch (1") diameter or more.

8-02.3(6) Mulch and Amendments

8-02.3(6)B Fertilizers

Revise Section 8-02.3(6)B to read as follows:

(*****)

Fertilizer shall not be used on this project.

BID ITEM 57: CEMENT CONC. TRAFFIC CURB

BID ITEMS 58 and 107: CEMENT CONCRETE CURB AND GUTTER

These bid items shall be accomplished in accordance with the Plans and Standard Specification Section 8-04, except as modified below.

8-04.3 Construction Requirements

(*****)

Add the following to Section 8-04.3:

Cement Concrete Curb and Gutter shall be constructed in accordance with Cowlitz County Standard Plan CC-1201.

8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways

(*****)

Delete the first paragraph of Section 8-04.3(1) which begins “Cement concrete curb...”, and replace with the following:

Cement concrete curb, curb and gutter, gutter, and spillway shall be constructed with air entrained concrete Class 3000 conforming to the requirement of Section 6-02.

8-04.5 Payment

(*****)

Add the following to Section 8-04.5:

“Cement Concrete Curb and Gutter”, per linear foot.

The unit contract price per linear foot for cement concrete curb and gutter shall be full pay for furnishing all labor, materials, tools, and equipment necessary to complete the gutters according to the plans and specifications, including excavation, installation and removal of forms, preparation of subgrade, placement, backfill and compaction, grading of backslopes to drain, and all other items essential for the completion of the gutters as specified.

BID ITEMS 59 and 108: FLEXIBLE GUIDE POST

These bid items 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 60: BEAM GUARDRAIL TYPE 31

BID ITEMS 61 and 109: BEAM GUARDRAIL TYPE 31 - 8 FOOT LONG POSTS

BID ITEM 62: BEAM GUARDRAIL TRANSITION SECTION TYPE 24

BID ITEM 63: BEAM GUARDRAIL ANCHOR TYPE 11

BID ITEMS 64 and 110: BEAM GUARDRAIL TYPE 31 NON-FLARED TL-2 TERMINAL

BID ITEM 65: BEAM GUARDRAIL TYPE 31 BURIED TERMINAL TYPE 2

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 Flared and Non-Flared Terminals shall be listed on the WSDOT Qualified Product List. Terminals shall have a TL-2 rating.

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 including Design F end sections for connection to concrete barrier, but excluding transition and terminal sections as are covered by other bid items of this contract.

8-11.5 Payment

(*****)

Delete the fifth sentence of the first paragraph of Section 8-11.5, which begins, "The unit contract price per linear foot..." and replace with the following:

The unit contract price per linear foot for "Beam Guardrail Type ____", "Beam Guardrail Type 1- ____ Ft. Long Post", or "Beam Guardrail Type 31- ____ Ft. Long Post" shall include all CRT posts and installation of the guardrail to the posts as specified and indicated on the plans.

BID ITEM 66: RELOCATE COUNTY FENCE

BID ITEM 67: RELOCATED COUNTY GATE

BID ITEMS 68 and 111: RELOCATE EXISTING FENCE

These bid items shall be accomplished in accordance with the Plans and Standard Specifications Section 8-12 except as modified below.

8-12.1 Description

Revise the first paragraph of Section 8-12 to read as follows:

This work consists of furnishing, constructing or relocating chain link fence and wire fence of the types specified in accordance with the Plans, these Specifications and the Standard Plans at the locations shown in the plans and in conformity with the lines as staked.

8-12.3 Construction Requirements

8-12.3(1) Chain Link Fence and Gates

Add the following to Section 8-12.3(1)A Posts:

The Contractor shall plan on using new posts that match the height and diameter of the existing posts for all fence relocations unless otherwise directed by the Engineer.

8-12.3(1)D Chain Link Fabric

Add the following to Section 8-12.(1)D:

The Contractor shall plan on using new chain link fabric unless otherwise directed by the Engineer. The Contractor shall provide temporary fencing as needed to secure the County property.

8-12.3(1)E Chain Link Gates

Add the following to Section 8-12.(1)E:

The existing chain link gates may be reused. The Contractor shall provide temporary gates as needed to secure the County property and allow County equipment ingress and egress at all times.

8-12.3(2) Wire Fence and Gates

Add the following to Section 8-12.3(2)A Posts:

The Contractor shall plan on using new posts that match the height and size of the existing posts for all fence relocations.

8-12.3(2)B Barbed Wire and Wire Mesh

Add the following to Section 8-12.3(2)B:

The Contractor shall use new Barbed Wire and Wire Mesh for relocating wire fences and for new fences.

8-12.4 Measurement

Add the following to Section 8-12.4:

Relocate County fence will be measured by the linear foot of relocated or new fence, along the ground line, exclusive of openings.

Relocate Existing fence will be measured by the linear foot of relocated or new fence, along the ground line, exclusive of openings. The relocated or new fence shall be equal to or better than the existing fence being relocated.

Relocated County gate will be measured per each set of gates per opening.

8-12.5 Payment

Add the following to Section 8-12.5:

“Relocate County Fence”, per linear foot.

The unit contract price per linear foot for “Relocate County Fence” shall be full payment for all costs for the specified work including relocation of existing posts and fabric, replacement existing components with new components, brace post relocations/installations, new hardware and all other requirements of Section 8-12 for Chain Link Fence,
“Relocate County Gate”, per each location.

The unit contract price per each location for “Relocated County Gate” shall be full payment for all costs for the specified work including proving temporary gates, relocation of existing gates and hardware or installation of new gates and hardware.

“Relocate Existing Fence”, per linear foot.

The unit contract price per linear foot for “Relocate Existing Fence” shall be full payment for all costs for the installation of new fence and posts or relocation of existing fence and posts. The suitability of the reuse of existing material will be determined by the Engineer.

BID ITEMS 69 and 112: QUARRY SPALLS

These bid items shall be accomplished in accordance with the Plans and Standard Specification Section 8-15, except as modified below.

8-15.3 Construction Requirements

8-15.3(6) Quarry Spalls

(*****)

Add the following to Section 8-15.3(6):

A hoe-pack may also be used for compaction.

BID ITEMS 70 and 113: MAILBOX SUPPORT, TYPE 1**BID ITEMS 71 and 114: MAILBOX SUPPORT, TYPE 2**

These bid items shall be accomplished in accordance with the Plans, WSDOT Standard Plans H-70.10-00 and H-70.20-00, and Standard Specification Section 8-18, except as modified below.

8-18.3 Construction Requirements

(*****)

Delete the third paragraph of Section 8-18.3, which begins “The existing mailboxes shall...”, and replace with the following:

The Engineer will determine which mailboxes require new supports. Mailboxes not requiring new supports will be reinstalled with their existing supports at locations determined by the Engineer. Mailboxes requiring new supports shall be installed according to the Standard Plans. The Engineer will determine the type of support to be installed for each mailbox. Each mailbox shall be installed within 24 hours of completion of the shoulder work at the mailbox location.

8-18.4 Measurement

(*****)

Add the following to Section 8-18.4:

Mailboxes installed with their existing supports will not be measured for payment under this bid item.

8-18.5 Payment

(*****)

Add the following to Section 8-18.5:

The costs associated with the removal and reinstallation of existing mailboxes that do not require new supports shall be included in the Removal of Structures and Obstructions bid item.

BID ITEMS 72 and 115: PERMANENT SIGNING

These bid items shall be accomplished in accordance with the Plans and Standard Specification Section 8-21, except as modified below:

Section 8-21.2 Materials

Add the following to Section 8-21.2:

9-06.16 Roadside Sign Structures

Section 9-06.16 is supplemented with the following:

(January 3, 2011)

Perforated Steel Square Sign Post System

Where noted in the Plans, steel sign post systems shall be square, pre-punched galvanized steel tubing, that are NCHRP 350 Test Level 3 Certified and FHWA approved. The steel sign post system shall include all anchor sleeves, and other hardware required for a complete sign installation.

System Acceptance

Systems listed in the current QPL will be accepted per the QPL approval code. Systems not listed in the QPL will be accepted based on a Supplier's Certificate of Compliance. The Supplier's Certificate of Compliance will be a contract specific letter from the supplier stating the system is NCHRP 350 Test Level 3 compliant.

Reflective Sheeting

Section 9-28.12 is revised to read:

(October 3, 2022)

Reflective sheeting material shall conform to ASTM D4956 – *Standard Specification for Retroreflective Sheeting for Traffic Control*.

Device Type	Use	Sheeting Color	Allowable Sheeting Types
Signs			
Permanent Signing	All	All	III, IV ¹
Temporary Construction Warning Signs	All	Fluorescent Orange	VIII, IX, X, XI ²
Temporary Construction Regulatory Signs	All	White	IV
Temporary Construction Regulatory Signs	Rural	White	II ³
Temporary Construction Regulatory Signs	Urban/Rural	White	III ³
Temporary Construction Regulatory Signs	All	Red	III, IV
Temporary Construction Regulatory Signs	All	Green	II, IV
Temporary Construction Regulatory Letters, border or symbols		Green	III, IV ³
Temporary Construction Signs	All	All Other Background Colors	III ³ , IV
Other Devices			
Barricades	All	White or Orange	III ³ , IV
Barrier Delineators	All	White or Yellow	III, IV, V, XI
Bollards	All	All	IV
Flexible Guidepost	All	All	III, IV, V
Object Markers	All	All	III, IV
Pedestrian Channelization Devices	All	White or Orange	III ³ , IV
Tall Channelization Devices 42-inch	All	Fluorescent Orange/White	VIII, IX, XI ⁴
Traffic Cones 36-inch and 28-inch	All	White or Higher White	III ³ , IV
Traffic Safety Drums	All	Fluorescent Orange/White	VIII, IX, XI ⁴

Device Type	Use	Sheeting Color	Allowable Sheeting Types
Transportable Attenuators	All	Yellow and Black Chevron	III ³ , IV
Transportable Attenuators	All	White and Red Chevron	IV
Tubular Markers (portable or pavement mounted)	All	White or Yellow	III ³ , IV

Notes:

1. Except Overhead Warning Signs shall use Type XI and overhead exit only shall use Type IV or XI fluorescent yellow.
2. Former Type X, not shown in ASTM D4956, however meets requirements of Types VII, IX and XI.
3. Only devices in inventory may be used, new fabrication shall use Type IV.
4. Type III and Type IV orange and white sheeting may be still used through December 31, 2026.

9-28.14 Sign Support Structures

Section 9-28.14 is supplemented with the following:

(September 8, 2020)

Manufacturers for Steel Roadside Sign Supports

The Standard Plans lists several steel sign support types. These supports are patented devices and many are sole-source. All of the sign support types listed below are acceptable when shown in the Plans.

<u>Steel Sign Support Type</u>	<u>Manufacturer</u>
Type TP-A & TP-B	Transpo Industries, Inc.
Type PL, PL-T & PL-U	Northwest Pipe Co.
Type AS	Transpo Industries, Inc.
Type AP	Transpo Industries, Inc.
Type ST 1, ST 2, ST 3, & ST 4	Ultimate Highway Solutions, Inc., Allied Tube & Conduit Corp. (Mechanical Division), Trinity Highway Products, LLC.
Type SB-1, SB-2, & SB-3	Ultimate Highway Solutions, Inc., Xcessories Squared Development and Manufacturing Incorporated, Trinity Highway Products, LLC

BID ITEMS 73 and 116: PAINT LINE

BID ITEM 117: PLASTIC STOP LINE

These bid items shall be accomplished in accordance with the Plans and Standard Specifications Section 8-22.

BID ITEM 74: GRAVITY BLOCK WALL

This bid item shall be accomplished in accordance with the Plans and Standard Specification Section 8-24, except as modified below.

8-24 ROCK AND GRAVITY BLOCK WALL AND GABION CRIBBING

8-24.1 Description

Section 8-24.1 is deleted and replaced with the following:

(*****)

This Work consists of **designing** and constructing rock and gravity block wall(s) and gabion cribbing in accordance with the Plans, Special Provisions, these Specifications, or as designated by the Engineer.”

8-24.2 Materials

Section 8-24.2 is supplemented with the following:

(November 2, 2022)

Gravity Block Wall

Gravity block wall blocks shall be rectangular prisms with dimensions 2'-5 1/2" by 2'-5 1/2" by 4'-11", except for special blocks which shall be as dimensioned in the Plans. All dimensions shall be $\pm 1/2"$.

Except as otherwise specified, gravity block wall blocks will be accepted by the Engineer based on visual inspection only, with no minimum compressive strength and no air content requirements for the concrete used in the block.

Gravity block wall blocks for permanent walls of heights greater than six feet and less than 15 feet shall be cast with Class 3000 concrete, conforming to the air content requirements of Section 6-02.3(2)A. Commercial concrete shall not be used. Gravity block wall blocks for permanent walls of these heights will be accepted based on visual inspection, and conformance to Section 6-02.3(9) and the specified concrete strength and air content requirements.

8-24.3 Construction Requirements

8-24.3(2) Gravity Block Wall

Section 8-24.3(2) is supplemented with the following:

(*****)

Definitions

Temporary Gravity Block Wall: A gravity block wall that is constructed and removed under the same

contract. Temporary gravity block walls shall not exceed ten feet in height, measured from the bottom of the bottom row of blocks to the top of the highest block.

Permanent Gravity Block Wall: A gravity block wall that remains in place after the conclusion of the contract under which the gravity block wall was constructed. Permanent gravity block walls shall not exceed 15 feet in height, measured from the bottom of the bottom row of blocks to the top of the highest block.

Submittals

The Contractor shall submit Type 2E Working Drawings of the gravity block wall to the Engineer for approval in accordance with Section 6-01.9. The working drawings shall include, but not be limited to, the following:

1. Supporting structural calculations.
2. Plan, elevation, and section views of the wall, showing the layout, batter, and orientation of the blocks.
3. Dimensions and details of the blocks, including details and locations of block erection lifting loops and inserts, and the features designed to interlock blocks together if the blocks have such features.
4. Method and equipment used to erect the blocks.
5. Erection sequence.

The Contractor shall not begin fabricating gravity block wall blocks until receiving the Engineer's approval of the working drawing submittal.

Gravity Block Wall Design Criteria

Gravity block walls shall be designed in accordance with the WSDOT Geotechnical Design Manual M 46-03, WSDOT Bridge Design Manual LRFD M 23-50, and AASHTO LRFD Bridge Design Specifications.

The Contractor shall use the Geotechnical Report prepared for the project and included in these Specifications as Appendix C. The Contractor shall complete additional geotechnical investigations and designs necessary for this Work.

The gravity block wall shall be designed for any loads transferred from vehicle barrier or guardrail to the wall.

Gravity Block Wall Erection

After excavating for the wall base, the Contractor shall grade the excavation for a width equal to or exceeding the width of the bottom row of blocks. The base shall be graded to the base elevation shown in the Plans and working drawings, as approved by the Engineer, and shall accommodate the batter of the bottom row of blocks.

The Contractor shall erect the gravity block wall and place the backfill in accordance with the erection sequence as approved by the Engineer. The top of the gravity block wall shall be within two inches of the line and grade shown in the Plans. The backfill shall be compacted in accordance with Section 2-

03.3(14)C, Method C.

The Contractor shall repair all large blemishes, honeycombed areas, and chipped surfaces, (25 square inches and larger) on the exposed face of the erected wall using methods and materials as approved by the Engineer.

BID ITEM 75: ENGINEERED STREAMBED MATERIAL (ESM)

BID ITEM 76: STREAMBED BOULDER TYPE 2

BID ITEM 77: CONTROLLED DENSITY FILL

These bid items shall be accomplished in accordance with the Plans and Standard Specification Section 8-30, except as modified below. Controlled Density Fill shall be accomplished in accordance with the Plans and Standard Specification 2-09.

8-30 Streams, Rivers, and Waterbodies

8-30.1 Description

Section 8-30.1 is supplemented with the following:

(*****)

The work shall include excavation, haul, stockpile, and all other tasks associated with completing the Work shown on the Contract Plans for streambed construction. Refer to the Contract Plans for channel alignment and provided streambed sections with station, offset, and elevation requirements.

Bedrock is known to exist underneath the constructed streambed. The location of elevation of bed rock is not known. The Contractor should be prepared to encounter bedrock and perform the Work to the requirements of the Plans and Specifications. This includes any excavation or similar modification of bedrock to perform the work.

The Contractor shall provide all labor, tools, equipment, materials, and incidentals necessary to complete the Work as specified.

See the Plans for information regarding the intent of the Constructed Streambed and placement of materials described under this section.

8-30.2 Materials

Section 8-30.2 is supplemented with the following:

(*****)

Engineered Streambed Material (ESM) shall be a mix of the following aggregates with the associated ratios, as called out in the Contract Plans and Section 9-37.2 of this Special Provision:

<u>Material</u>	<u>Quantity</u>
Streambed Cobbles 12 In.	30%
Streambed Cobbles 4 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. The profile grade shown on the Contract Plans represents the average grade along the centerline of the channel.

Due to the unknown depth of bedrock at both Bybee and Schoolhouse Creek, depth of burial and thickness of streambed materials shown in the Contract Plans are estimates only. The Contractor should be prepared to for unknown conditions.

The depth that streambed material are placed will be adjusted as needed to finished grade. The depth of material installation may be adjusted at the direction of the Engineer pending the extent of bedrock encountered during construction.

The Contractor may place material in any appropriate sequence.

The Contractor shall keep excavations free from water during construction. Additional requirements for dewatering are specified in Section 8-31.3.

The Contractor shall:

1. 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.
2. Station equipment used for this project landward of the ordinary high water line.
3. 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.
4. 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.
5. If wet or muddy conditions exist, in or near a riparian zone or wetland area, use equipment that reduces ground pressure.
6. Check equipment daily for leaks and complete any required repairs in an upland location before using the equipment in or near the water.
7. 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.
8. Work in the dry watercourse (when no natural flow is occurring in the channel, or when

flow is diverted around the job site).

9. Protect all disturbed areas from erosion. Maintain erosion and sediment control until all work and cleanup of the job site is complete.
10. All erosion control materials that will remain onsite must be composed of 100% biodegradable materials.
11. Straw used for erosion and sediment control, must be certified free of noxious weeds and their seeds.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. Do not stockpile construction material waterward of the ordinary high water line.
18. 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.
19. 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.

8-30.3(3) Streambed Aggregates

8-30.3(3)C Placement of Streambed Aggregates

8-30.3(3)C1 Placing Blended Streambed Aggregates in Streambed

Section 8-30.3(3)B is supplemented with the following:

(*****)

Bedrock shall be excavated (notched, keyed, or cut) as needed to install Boulder Bands. Boulders shall be placed such that they are keyed into rock approximately 2/3 their height, with 1/3 of rock exposed above grade.

ESM shall be placed if bedrock is not encountered. The Contractor shall over-excavate the constructed streambed to the full thickness of material placed as shown on the Plans.

Where bedrock is encountered, ESM will be placed on top of the bedrock and backfilled to the top of Boulder Bands. Bedrock will not be excavated to install ESM.

ESM thickness is measured perpendicular to the finished surface. 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.

Materials shall be blended into a single well-graded stockpile separate from other aggregates. The Engineer may request the Contractor to make re-mix and adjustments to the stockpiled material.

End dumping of the ESM Mix to the final grades will not be permitted even if the material proportions in the truck meet the material gradation specification. Place ESM in 12-inch lifts and compact per Method D of 2-03.3(14)C of these Special Provisions. After each lift is placed, the Contractor shall apply water and wash in additional Streambed Sediment to fill any interstitial voids of the Streambed Cobbles.

The Engineer may request the Contractor to rework material following placement until deemed satisfactory.

Section 8-30.3(3) is supplemented with the following:

(*****)

8-30.3(3)E Material Salvage and Reuse

Streambed Cobbles and Streambed Sediment material may be salvaged from “Channel Excavation Incl. Haul” and reused to create Engineered Streambed Material.

8-30.4 Measurement

Section 8-31.4 is supplemented with the following:

(*****)

Engineered Streambed Material (ESM) will be measured per ton.

8-30.5 Payment

Section 8-30.5 is supplemented with the following:

(*****)

“Engineered Streambed Material (ESM)”, per Ton

Payment for the items listed above will be made at the contract unit price bid and shall include furnishing all necessary labor, materials, tools, equipment, material placement and incidentals. Any work performed that is relative to installation of rock into bedrock shall be incidental to payment for each material.

Due to the uncertainty with the extent and location of bedrock, payment shall only be provided for the material installed. No payment shall be made for additional material that is brought on-site and is not installed in accordance with the Plans.

Payment shall be full pay for all Work described in this Section including excavation, on-site haul, stockpiling, and finished grading quantities shall be based on the amount of material placed and work complete as approved by the Engineer.

“Channel Excavation Incl. Haul” shall be paid as a separate bid item per Section 2-03.

BID ITEM 78: TEMPORARY STREAM DIVERSION

BID ITEM 79: FISH EXCLUSION AND REMOVAL

These bid items 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. Stream flows are shown on Sheet EN-3 of the Contract Plans

8-31.3 Construction Requirements

8-31.3(1) General

Section 8-31.3(1) is supplemented with the following:

(*****)

Stream water shall be diverted around construction areas for the duration of all in-stream work. The stream diversion shall be designed without any stream flow overtopping the upstream diversion dam. The stream diversion system must not extend beyond the limits of disturbance shown on the Plans.

The Contractor is responsible for dewatering the work area.

The Contractor is responsible for properly sizing all elements of the temporary stream bypass up to the 2 year storm, see flows listed in plans. 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.

8-31.3(2) Temporary Stream Diversion Plan

8-31.3(2)B Plan Requirements

Delete item 2.a.ii of Section 8-31.3(2)B that begins “Fish Block Net Installation...” and replace with the following:

(*****)

- ii. Fish Block Net Installation and Fish Exclusion (performed by Contractor). The Contractor shall list personnel and their qualifications in the TSD.

Delete item 3.b of Section 8-31.3(2)B that begins “Calculations shall demonstrate...” and replace with the following:

(*****)

- b. For bidding purposes, the minimum peak flow on site has been estimated as 4.5 cfs for Schoolhouse Creek and 6.5 cfs for Bybee Creek. The Contractor shall provide calculations that independently verify flow rates considering the planned time of year when the diversion will be in place and the anticipated duration of the diversion. Calculations shall demonstrate the diversion system conveys the independently calculated flow rates and includes tidal influence where applicable.

Delete item 5.c of Section 8-31.3(2)B that begins “Provide the type and size of...” and replace with the following:

(*****)

- c. Provide the type and size of materials that will be used in the event of the work area becoming inundated, including fish exclusion if the block nets are compromised.

8-31.3(2)C Contractor Experience Requirements

Add the following section:

Directing Biologist

The Fish Exclusion Protocol (FEP) shall be planned and supervised by a qualified biologist under contract with the Contractor (hereafter referred to as the Directing Biologist). The Directing Biologist must possess the required knowledge, training, and experience for safe and effective implementation of the FEP.

The Directing Biologist shall work with maintenance, construction, and/or environmental staff to plan and manage the FEP. This plan should consider the size and channel characteristics of the area to be isolated, dewatering method (diversion with bypass flume or culvert, washed gravel bags, sheet pile, cofferdam, etc.), and most effective manner by which to move fish.

Assisting Staff

All assisting staff shall have the required training, knowledge, skills, and ability to safely and effectively, move fish.

The Contractor or Subcontractor performing this Work shall meet the following requirements:

Directing Biologist

1. Completion of a two-day electrofishing class.
2. Training in fish ecology and identification.
3. 100 hours of electrofishing experience in the Pacific Northwest (PNW), at least 20 hours of which should have been in the last 5 years in the PNW.
4. Possession of a current CPR certification.
5. Possession of a current first aid certification.
6. Demonstrated understanding of aquatic invasive species and the appropriate decontamination methods.
7. Demonstrated ability to interpret contract plan sheets/specification, contractor schedule and plans prepared by the contractor.
8. Ability to move fish per Special Provision 8-31.3(3)A.
9. Must develop and deliver on site field training that includes the following elements:
 - (a) Safety plan.
 - (b) Fish exclusion plan.
 - (c) Role and responsibility of each participant. Assisting staff may include consulting biologists, and non-biologists (contractors) assigned limited responsibilities. The directing biologist will provide constant supervision when assigning responsibilities to contractors.
 - (d) Fish identification and species expected.
 - (e) Fish handling techniques.
 - (f) Seine, net, and electrofisher techniques (and electrofisher settings).
 - (g) Basic terminology (galvanotaxis, narcosis, and tetany).
 - (h) How electrofishing attracts fish.
 - (i) How to recognize signs of fish stress or injury.
 - (j) Sorting fish by size.
 - (k) Proper fish holding in buckets to ensure water quality and address predation
 - (l) Hand cleanliness and gear sanitation protocol.
 - (m) Review of common mistakes.
 - (n) Discuss personal floatation devices, if required.

Trained Biologists

People without a class or 100 hours – “trained” is a classification for people that have worked under a directing bio and could operate an electrofisher under direct supervision (have to have 40 hours in USFWS protocol).

Assisting Staff

1. Must possess training, knowledge, skills and ability to ensure proper handling of fish and safety of staff conducting work (see Directing Biologist responsibility #9 above).
2. Possession of a current first aid certification and current CPR certification (this should be a standard for all assisting staff and is typically included in conjunction with first aid certification).

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

Delete Section 8-31.3(3) and replace with the following:

(*****)

The Contractor shall install fish block nets upstream and downstream of the in-water work area and safely capture and relocate all fish and other aquatic organisms that become trapped between the block nets. No Work within the limits of the Ordinary High-Water Line will be allowed prior to installation of fish block nets and completion of fish exclusion activities. If the bypass is overwhelmed during a storm event, causing water to flow into the project site and the fish exclusion nets are damaged or bypassed, fish exclusion shall be re-performed prior to restarting construction activities.

The Directing Biologist shall select block nets that are appropriate for site conditions and fish species present.

Block nets must be **secured to both banks and the channel bottom** to prevent failure due to debris accumulation, high flow, and/or flanking. Supplemental block net support may be required (e.g., hardware cloth, affixed metal fence posts, batter T-posts, etc.). Block nets should be **installed at an angle to the direction of flow** (i.e., 45-degree angle if practicable and not directly perpendicular to flow) to reduce the risk of impinging fish. Anchor bags, filled with clean, washed pea gravel, can be used to support nets that may remain in place for more than two weeks or high flow events are expected. Any use or manipulation of native substrates or other materials on site should be incidental and shall not measurably affect the channel bed or bank baseline condition. In most instances, block nets will require pea-gravel bags placed approximately 12-inches downstream to sufficiently reduce velocity and backwater the block net to prevent impingement on the net face.

The Directing Biologist shall **determine appropriate locations for block nets** based on site characteristics and in consideration of the type and extent of planned in-water work. Locations with lower flow volume and/or velocity, uniformity of depth, and good accessibility are preferred. Sites with heavy vegetation, large cobble or boulders, undercut banks, and deep pools should be avoided due to the difficulty of securing and/or maintaining nets. Sites with a narrow channel cross-section (constriction) should be avoided if foreseeable flow conditions might increase likelihood of fish impingement or overwhelm or dislodge the nets.

Except when planning to herd fish upstream, an **upstream block net** (UBN) shall be placed first. With the UBN in place, a second block net can be used as a seine to herd fish downstream, starting at the UBN. When the IWA includes a culvert, deep pools, undercut banks, or other cover attractive to fish (thick overhanging vegetation, rootwads, logjams, etc.) it may be appropriate to isolate these areas, or several areas, of the IWA rather than attempting to herd fish from the entirety of the IWA in a single downstream pass. Try to avoid herding fish into these areas of the IWA.

Fish capture and removal will be most successful if fish are strategically concentrated in areas where they can more easily be seined and netted. Care shall be taken not to herd fish toward areas where they are exposed to sources of stress. If unavoidable, do not allow fish to be concentrated in such areas for more than 30 minutes.

A **downstream block net** (DBN) is typically required to prevent downstream fish from entering the work area.

When gradual dewatering or flow diversion is staged concurrently with fish moving, it may be appropriate to delay installation of the DBN until fish have first been allowed sufficient time to move downstream by their own choosing (volitional movement). Gradual dewatering can be an effective method to reduce the risk of fish stress or injury. Encouragement of volitional fish movement out of the work area is particularly important where the IWA is large and may hold many fish. However, when the IWA includes a culvert, deep pools, undercut banks, or other cover attractive to fish, fish may not move downstream. In this case, the Directing Biologist should use best professional judgment in determining how to best move fish.

Block nets shall remain in place until work is complete and conditions are suitable for the reintroduction of fish. Block nets require frequent inspection and debris removal. The Directing Biologist shall be immediately notified if any impinged, injured or deceased fish are observed or net repair/adjustment is necessary. An individual trained in fish handling shall be assigned the responsibility of safely relocating any impinged fish and repairing nets.

8-31.3(3)A Fish Exclusion Assistance

Delete Section 8-31.3(3)A. and replace with the following:

8-31.3(3)A Fish Exclusion

The Directing Biologist shall use best professional judgment in implementing the Fish Exclusion Protocol (FEP) in a manner that minimizes exposure of fish to potential stress or injury.

The Directing Biologist must **decide whether to move fish upstream and/or downstream** of the in-water work area (IWA), depending on available habitat conditions and species captured.

Moving Fish

Methods for the safe relocation of fish are described below. At most locations, a combination of methods may be necessary.

In order to avoid and minimize the risk of injury to fish, **an attempt to seine and/or net fish should always precede the use of an electrofisher**. Via visual observation techniques, including snorkeling, surveying with polarized glasses, or using Plexiglas-bottomed buckets, the effectiveness of seining/netting can be determined.

When fish listed under the ESA may be present, the Directing Biologist shall insure that fish moving adheres, at a minimum, to the following:

- (1) Only dip nets and seines composed of knotless (non-abrasive) material shall be used.

- (2) Electrofishing equipment shall be used only after less-injurious methods have removed most, if not all, fish over 300 mm, by completing a minimum of three passes with seins and/or nets.
- (3) The success of fish moving shall be confirmed prior to dewatering or other work within the IWA.
- (4) Fish listed under the ESA shall not be held in containers for more than 10 minutes unless containers are dark-colored, lidded, and fitted with a portable aerator.
- (5) A plan for achieving efficient and rapid return of fish to suitable habitat will be developed before fish moving.

Minnow Traps

Baited Minnow Traps are typically used before seining. They shall be inspected at least four times daily to remove captured fish and thereby minimize predation in the trap. Traps should be checked more frequently if temperatures exceed 15 degrees C (59 F).

Traps may be left in the IWA overnight. However, predation in the trap may present an unacceptable risk because large sculpin and other predators are typically more active at night. The Directing Biologist shall consider the risk of predation when determining whether to utilize traps at night.

Seining

Seining is the preferred method for fish capture. Other methods shall be used when seining is not possible or is proven ineffective. Seines, once pursed, should remain in the water while fish are removed with dip nets. Seines with a bag are advantageous because they minimize handling stress. They are also preferred when obstructions inhibit access to water or when seine deployment/retrieval is difficult.

In general, seining is more effective if fish, especially juvenile fish, are moved away (“flushed”) from under cover. Flush efficiency can be increased by conducting seining during dawn or dusk, in conjunction with snorkeling. In flowing waters, especially where flow volume and/or velocity is higher, seines that employ a heavy lead line and variable mesh size are preferred. Small mesh sizes are more effective across the full spectrum of fish sizes (and age classes), but they also increase resistance and can make seine deployment/retrieval more difficult in flowing waters. Seines with a small-diameter mesh size in the bag (or body), and a larger, less resistant, mesh size in the wings, may be more effective and efficient.

Dip Nets

Dip Nets shall be used in conjunction with seining. To minimize stress and risk of injury to fish, dewatering or flow diversion should proceed at a measured pace (within constraints), to encourage the volitional downstream movement of fish, and reduce the risk of stranding. Work shall not proceed unless there are sufficient staff and materials on site to properly relocate fish. Generally, this will require a minimum of two staff (three, if electrofishing).

Once netted, fish shall remain in water until transferred to a bucket, cooler, or holding tank. Dip nets which retain a volume of water (sanctuary nets) are preferred. However, sanctuary nets may be ineffective where flow volume or velocity is higher due to increased resistance. Where water depth is shallow and/or fish are concentrated in very small receding pools or coarse substrate, a small aquarium net may be a more effective option.

Electrofishing

Electrofishing shall be performed only when other methods to move fish have proven impracticable or ineffective at removing all fish. Larger fish (adult and sub-adult fish with longer spine lengths) are more susceptible to electrofishing injury than smaller fish. The Directing Biologist shall confirm that other fish-moving methods have been attempted before using an electrofisher. An electrofisher should not be used in water where visibility is less than 0.5 meter.

The following performance measures shall apply to the use of an electrofisher:

- (1) Upon request, the Contracting Agency shall allow the Services, WDFW, and in some cases the Tribes to observe fish capture and removal operations.
- (2) **Electrofishing shall only be conducted when a Directing Biologist is present**, possessing the required training and experience .
- (3) The Directing Biologist shall ensure that electrofishing is conducted using the **minimum voltage, pulse width, and rate settings necessary** to elicit galvanotaxis. Water conductivity shall be measured prior to work to determine appropriate settings. Electrofishing methods and equipment shall comply with guidelines outlined by the NMFS.
- (4) The **initial and maximum settings** listed in **Table 1** shall serve as guidelines when electrofishing in waters that may support ESA-listed fish. Only DC or pulsed DC current shall be used. Many modern electrofishers are equipped with a setup, or initialization, function. The Directing Biologist shall have the discretion to use this function to identify proper initial settings.

Electrofishing shall begin with initial settings. If fish do not exhibit a response, the settings shall be gradually increased until galvanotaxis is achieved. The lowest effective settings shall be used to minimize risks to both personnel and fish. **The Directing Biologist shall ensure the safety of all staff** and provide necessary safety equipment and materials (insulated waders and gloves, first aid/CPR kit, safety plan with emergency contacts and phone numbers, etc.). Only individuals that are trained and familiar with the use of electrofishing equipment should provide direct assistance during work.

Table 1. Guidelines for initial and maximum settings for backpack electrofishing⁶

	Initial Settings	Conductivity ($\mu\text{S}/\text{cm}$)	Maximum Settings
Voltage	100 V	≤ 300	800 V
		>300	400 V
Pulse Width	500 μs	-----	5 ms
Pulse Rate	15 Hz	-----	60 Hz ($>40\text{Hz}$ may injure more fish)

- (5) **Electrofishing shall not be conducted** where spawning adults or redds with incubating eggs may be exposed to the electrical current. As a general rule, waters that support anadromous salmon should not be electrofished from **October 15 to May 15**, and non- anadromous waters (resident

fish only) from **November 1 to May 15**.

- (6) **An individual shall be stationed at the DBN** during electrofishing to recover stunned fish in the event they are flushed downstream and impinged against the net.
- (7) The operator of the electrofisher shall use caution to **prevent fish from coming into direct contact with the anode**. Under most conditions, the zone of potential fish injury extends approximately 0.5 meter from the anode. Netting shall not be attached to the anode as this practice presents an increased risk of direct contact and injury. Extra care shall be taken near in-water structures or undercut banks, in shallow waters, or where fish densities are high. Under these conditions fish are more likely to come into close or direct contact with the anode and/or voltage gradients may be intensified. When electrofishing areas near cover, fish that avoid capture may be repeatedly exposed to the electrical current. Repeated or prolonged exposure to electrical current presents a higher risk of injury. As such, the electrofisher settings should be adjusted to accommodate changing conditions in the field.
- (8) **Once galvanotaxis is observed**, the IWA shall be worked systematically. The number of passes shall be kept to a minimum, but, dependent upon the numbers of fish and site characteristics, shall be at the discretion of the Directing Biologist. Electrofishing shall not be conducted unless there are sufficient staff and materials on site. Fish shall be immediately removed from the electrical field to avoid repeat exposure. **Fish shall not be held in dip nets while electrofishing is in progress** (i.e., while continuing to capture additional fish). When flow velocity or turbulence is higher (e.g., within riffles), it may be difficult to see and net fish. In this scenario, fish may evade capture, resulting in repeated exposure, and/or may become impinged on the DBN. A “frame net,” or small portable block net, approximately three feet in width, can be effective under these conditions when immediately downstream of the anode.
- (9) **The condition of captured fish shall be carefully observed and documented**. Dark bands on the body and/or extended recovery times are signs of stress or injury. When such signs are noted, settings for the electrofishing unit may require adjustment. The Directing Biologist should also consider modifications to the way electrofishing is conducted. If adjustments do not lessen the frequency (or severity) of observed stress, the Directing Biologist shall have the authority to postpone work. Each captured fish shall be capable of remaining upright and actively swimming prior to release. If necessary the fish should be revived in aerated holding tanks.
- (10) **Electrofishing shall not be conducted** when aquatic visibility is less than 0.5 meter, water conductivity exceeds 350 $\mu\text{S}/\text{cm}$, or when water temperature exceeds 18°C (64 F) or is less than 4°C (39 F).

Fish Handling, Holding and Release

- (1) Fish moving shall be conducted such that **handling is minimized**.
- (2) Fish shall **remain in water** during seining/netting, handling, and transfer for release.
- (3) The Directing Biologist shall **document** fish species, number, condition at release, and release location.
- (4) Individuals handling fish shall ensure that their **hands are clean** and free of substances potentially harmful to fish, including, but not limited to, sunscreen, lotion, and insect

repellent.

- (5) Water quality shall be maintained in buckets, coolers, or holding tanks that are used to hold and transfer captured fish. Clean water from the natal stream shall be used. Aerators shall be used, as necessary, to provide well-oxygenated water. Holding containers are to be **monitored frequently**, shaded where possible, and work adjusted appropriately, to minimize fish stress. If fish are held for more than a few minutes prior to release, the Directing Biologist should consider using **dark-colored, lidded containers** only. Fish shall not be held in containers for more than 10 minutes, unless those containers are dark-colored, lidded, and fitted with a portable aerator.
- (6) Captured fish shall be held in **low densities** to avoid overcrowding. Large fish shall be separated from smaller fish to **prevent predation**. Water-to-water fish transfer shall be implemented, whenever possible.
- (7) **Release sites** shall be determined by the Directing Biologist in consideration of site characteristics (flow, temperature, available refuge and cover, etc.) as well as the class of fish captured (out-migrating smolt, kelt, pre-spawn migrating adult, etc.). More than one site may be selected to provide for varying needs and to separate prey-sized fish from larger fish.
- (8) Any **ESA-listed fish incidentally killed** shall be preserved and delivered to the appropriate authority, upon request. Photos are recommended to facilitate later identification if the specimen is lost or deteriorates.
- (9) If the limits on take of ESA-listed species are exceeded, or if **incidental take** is approaching and may exceed specified limits, the Directing Biologist shall postpone work and notify the federal agency (or agencies) with jurisdiction. If dewatering or flow diversion is incomplete and still in- progress, WSDOT shall take remedial actions directed at maintaining sufficient quantity and quality of flow to reduce the potential for fish stress and/or injury. If conditions contributing to fish stress and/or injury may worsen before the federal agency with jurisdiction can be contacted, the Directing Biologist should attempt to safely move fish to a suitable location near the capture site.
- (10) 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.

8-31.3(3)B Contracting Agency Provided Materials

Delete Section 8-31.3(3)B.

8-31.3(4) Dewatering Work Areas

Delete Section 8-31.3(4) and replace with the following:

(*****)

Dewatering the isolated in-water work area (between the upstream and downstream diversion dams)

shall occur at a rate slow enough to allow the Contractor to safely capture and relocate all fish species and other aquatic organisms to avoid stranding.

All pumps used for dewatering shall have an intake covered with a fish screen, operated, and maintained in accordance with RCW 77.57.010 and RCW 77.57.070. Appropriate fish screens are as follows:

1. Perforated plate: 0.094 inch (maximum opening diameter);
2. Profile bar: 0.069 inch (maximum width opening); or
3. Woven wire: 0.094 inch (maximum opening measured on the diagonal).

The minimum open area for all types of fish screens is 27 percent. The screened intake facility must have enough surface area to ensure that the velocity through the screen complies with the velocity provided within the Hydraulic Project Approval (HPA). If no velocity is provided within the HPA, the maximum approach velocity shall not exceed 0.33 feet per second. The fish screen must remain in place whenever water is withdrawn until the Contractor's Biologists confirm all fish have been removed. At that point, the Contractor may remove the fish screen to finish dewatering the work area.

If pumps are to be used for a longer period of time to divert flow around the Isolated Work Area (IWA), the dewatering plan shall address contingencies for extremes in flow and/or weather. The plan shall include ready access to a larger, or additional, backup pump with appropriately-screened intake. Pumps must be monitored outside of active construction hours/days. There must be sufficient fuel safely stored onsite.

Once the Directing Biologist confirms that (1) the work area is isolated and all fish have been excluded, (2) there is no risk of entraining fish, and (3) a contingency plan is in place (including a routine schedule for inspection), then pumps may be operated **without a screened intake**. Note that block nets do not meet screening criteria.

The Contractor shall:

1. Sequence the work to minimize the duration of dewatering.
2. Design the temporary bypass to minimize the length of the dewatered stream channel.
3. During all phases of bypass installation and decommissioning, maintain flows downstream of the project site to ensure survival of all downstream fish.
4. 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.
5. 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.

8-31.3(5) Inspection and Maintenance

Delete Section 8-31.3(5) and replace with the following:

(*****)

At a minimum, the Contractor shall perform the following activities once per day (including weekends and holidays):

1. Check for and correct leaks;
2. Check inlet for proper function;
3. Ensure the upstream and downstream fish block nets remain sealed to the channel substrate;
4. Inspect the upstream and downstream fish block nets and remove debris;
5. Inspect the upstream fish block net and all screens and similar facilities for impinged fish; and
6. If impinged fish are discovered, the Contractor shall carefully remove the impinged fish and place it in the creek downstream of the isolated work area in a minimum of 6 inches of water.

8-31.3(6) Channel Rewatering and Removal of TSD Components (Except Nets)

Delete Section 8-31.3(6) and replace with the following:

(*****)

The Contractor shall introduce water to the new stream channel section and trap sediments until the stream section meets the requirements of these Provisions. Rewatering shall occur at a rate to avoid loss of surface water downstream while the new channel section is rewatered.

Once the water in the new stream channel meets the applicable turbidity standards the Contractor may begin removal of the temporary stream diversion and the stream channel opened to flows. 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.

The Contractor shall immediately take all corrective actions necessary to prevent the water from exceeding the turbidity standards should the stream turbidity increase. All Work within the channel, except for removal of the temporary erosion control items, shall be completed before the temporary stream diversion is removed. The Contractor must finish all construction activities within the limits of the Ordinary High-Water Line, including but not limited to culvert installation and creek bed channel restoration, before removing the fish block nets.

The Contractor shall immediately take all corrective actions to prevent fish from stranding including backfilling trenches, depressions, and holes in the bed that may entrain fish during high water or wave action.

8-31.3(7) Removal of Fish Block Nets

Delete Section 8-31.3(7) and replace with the following:

The Contractor shall carefully remove the block nets. All materials used for the diversion shall become the property of the Contractor and removed from the project limits.

8-31.3(7)A Contractor Provided Labor

Delete Section 8-31.3(7)A.

8-31.3(7)B Contracting Agency-Provided Materials

Delete Section 8-31.3(7)B.

8-31.3(8) Reporting

Add the following new section:

Work area isolation and fish moving shall be documented in a logbook that is provided to the Contracting Agency with the following information: project location, date, methods, personnel, water temperature, conductivity, visibility, electrofishing equipment settings, and other comments.

All fish handled shall be documented: number of each species, condition at release, and location of release. Photograph individuals that are not confidently identified.

If fish are observed in distress, a fish kill occurs, or water quality problems develop (including equipment leaks or spills), the Directing Biologist shall immediately notify the Contracting Agency, who in turn, shall notify the WDFW as required by the HPA. Notification shall consist of a phone call or voice mail message directed to the Area Habitat Biologist.

Any **ESA-listed species incidentally killed** shall be documented and the appropriate authority (USFWS and/or NMFS) notified within two working days. The Directing Biologist working for the Contractor, shall immediately notify the Contracting Agency, who will, in turn, notify the Services.

Initial notification shall consist of a phone call or voice mail message, directed to the nearest USFWS Law Enforcement Office, the Washington Fish and Wildlife Office at (360) 753-9440, the NMFS Office of Law Enforcement at (800) 853-1964, and the Washington State Habitat Office at (360) 753-9530.

Any **dead specimens** shall be kept whole and preserved on ice or frozen until the Contracting Agency receives a response and further directions from the appropriate authority. If the Contracting Agency receives no response within five working days, the Directing Biologist shall have the discretion to dispose of specimens. Initial notification shall be followed by a second notification in writing. All notifications shall provide, at a minimum, the following: date, time, Contracting Agency point of contact (the Directing Biologist and/or supervisor), project name (with USFWS and/or NMFS tracking number, if available), precise location of incidentally killed, injured and/or unrecovered fish, number of specimens and species, cause of death or unrecoverable injury, and measures taken to address the cause of mortality. If the limit of authorized incidental take is exceeded, the written notification shall also include an explanation of the circumstances causing or contributing to take.

The final condition of the IWA, including temporary bypass, shall be documented in qualitative terms, including any obvious signs of channel bed or bank instability resulting from work. The Contracting Agency shall document any remedial actions taken to correct channel instability as well as the final condition of the IWA.

8-31.5 Payment

Delete Section 8-31.3(5) and replace with the following:

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

“Temporary Stream Diversion”, lump sum.

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

1. Ten percent of the bid amount will be paid following completion of the TSD Plan including resolution of all Contracting Agency review comments.
2. The next eighty percent of the bid amount will be paid following completion of the initial stream diversion installation.
3. The remaining ten percent of the bid amount will be paid following removal of all stream diversion components and restoration of the areas disturbed by the stream diversion system.

“Fish Exclusion and Removal”, lump sum.

BID ITEMS 118 to 163 SCHEDULES C AND D

BID ITEMS 118 and 143: MOBILIZATION

This bid item shall be accomplished in accordance with the Plans and Standard Specification Section 1-09.7.

BID ITEMS 119 and 144: LOCATE EXISTING UTILITIES

This bid item shall be accomplished in accordance with the Plans and Standard Specification Section 1-09.7.

BID ITEMS 120 and 145: FLAGGERS

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 ITEMS 121 and 146: CONTROLLED DENSITY FILL

This bid item shall be accomplished in accordance with the Plans and Standard Specification Section 1-09.7.

BID ITEMS 122 and 147: TRENCH SAFETY SYSTEMS

BID ITEM 123: SCHOOLHOUSE CREEK TEMPORARY WATER MAIN

BID ITEM 124: BYBEE CREEK TEMPORARY WATER MAIN

BID ITEM 148: CONFER INTERSECTION TEMPORARY WATER MAIN

BID ITEMS 125 and 149: C900 PVC PIPE FOR WATER MAIN, 8 In. DIAM.

BID ITEM 126: DI PIPE FOR WATER MAIN, 8 In. DIAM.

BID ITEM 127: ADDITIONAL DUCTILE IRON FITTINGS

BID ITEMS 128 and 150: CONNECTION TO EXISTING WATER MAIN

BID ITEMS 129 and 151: REMOVAL OF UNSUITABLE MATERIAL (TRENCH)

BID ITEMS 130 and 152: ROCK EXCAVATION INCLUDING HAUL

BID ITEMS 131 and 153: BANK RUN GRAVEL FOR TRENCH BACKFILL

BID ITEMS 132 and 154: FOUNDATION GRAVEL

BID ITEMS 133 and 155: PLUGGING EXISTING PIPE

These bid items shall be accomplished in accordance with the Plans, Standard Specifications Section 7-09 except as modified below:

7-09 WATER MAINS

7-09.3(5) Grade and Alignment

(June 16, 2006 G&O GSP)

Delete the first sentence of the third paragraph under this Section and replace it with the following:
The depth of trenching for water mains shall be such as to give a minimum cover of 36 inches over the top of the pipe unless otherwise specified on the Plans.

This Section is supplemented with the following:

Except where necessary, in making connections with other lines and unless authorized by the Contracting Agency, pipes shall be laid with bells facing in the direction of laying. Bells shall be placed on the uphill side for lines installed on an appreciable slope.

Water mains shall be laid on a continuous positive grade as shown on the Plans to minimize the number of high or low points in the pipeline profile unless approved by the Contracting Agency. The Contractor shall, based on his review of the site and the Plans, note areas where additional depth beyond the minimum pipe cover is required to avoid certain utility conflicts and provide adequate bury at ditches, and adjust the pipeline profile accordingly to maintain a continuous grade.

7-09.3(6) Existing Utilities

(April 24, 2009 G&O GSP)

This Section is supplemented with the following:

Where shown on the Plans or where designated by the engineer, existing pipes shall be plugged at all inlets for a distance of 2 diameters with CDF. In addition, the Contractor shall anticipate that all inlets of existing pipes to be abandoned in place shall be plugged. Care shall be used in placing the concrete in the pipe to see that the opening of the pipe is completely filled and thoroughly plugged.

7-09.3(7) Trench Excavation

(January 4, 2010 G&O GSP)

Delete the third paragraph under this Section and replace it with the following:

The length of trench excavation in advance of pipe laying shall be kept to a maximum of 100 feet. Excavation shall either be closed up at the end of the day or protected per Section 1.07.23(1).

This Section is supplemented with the following:

The Contractor shall limit his excavation to the limits of the maximum payment width and depth shown on the Plans. If the Contractor purposely or neglectfully excavates to a width or depth beyond the maximum payment limit of the trench, as shown on the Plans, all expenses associated with any additional trenching, wastehaul, trench backfill, compaction, testing and surface restoration as a result of excavating beyond the neat line payment limits shall be borne by the Contractor.

Trench excavation shall also include wastehauling.

No waste site has been provided by the County for this project.

Excavated materials shall be disposed of in accordance with applicable local and state regulations.

7-09.3(7)A Dewatering of Trench

(January 4, 2010 G&O GSP)

This Section is supplemented with the following:

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

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

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

The dewatering system shall be installed and operated by the Contractor so that the groundwater level outside the excavation is not reduced to the extent that would damage or endanger adjacent structures or property. Should settlement of the surrounding area and/or structures be observed, the Contractor shall cease dewatering operations and implement contingency plans. The cost of repairing any damage to adjacent structures, underground facilities or utilities and satisfactory restoration of above ground facilities to include fences, paving, concrete, etc., shall be the responsibility of the Contractor.

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

7-09.3(7)B Rock Excavation

(December 8, 2023 G&O GSP)

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

It is anticipated that solid rock may be encountered. When such material is encountered, it will be paid for by the neat line cubic yard under the line item for ROCK EXCAVATION INCLUDING HAUL. Boulders or broken rock less than two cubic yards in volume will not be classified as solid rock, nor will so-called "hard pan" or cemented gravel. Explosives are not permitted to be used.

7-09.3(10) Backfilling Trenches

(January 4, 2010 G&O GSP)

This Section is supplemented with the following:

It is the intent of these Specifications to utilize suitable excavated material for trench backfill where available. The Contractor shall provide evidence from a testing laboratory that any native material deemed suitable by the Contractor meets the intent of these Specifications and can be compacted to minimum requirements. Excavated material suitable for trench backfill shall conform to the requirements of Section 9-03.15. However, the presence and location of suitable backfill material is not guaranteed and will be as discovered in the field. Import material will be required and shall be utilized when necessary, and as called out on the Plans and further preapproved by the Contracting Agency.

7-09.3(13) Handling of Pipe

(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

Pipe shall be stacked in such a manner as to prevent damage to the pipe, to prevent dirt and debris from entering the pipe, and to prevent any movement of the pipe. Stacking layers shall be limited to the recommendations in the DIP Installation Guide.

Pipe shall not be strung across driveways, in ditches, or within 10 feet of the edge of the travel lane.

7-09.3(16) Cleaning and Assembling Joints

(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

All joints in the pipe, fittings, valves, flexible couplings, ductile iron sleeves, etc., shall be fully seated with small clearances allowed for pipe expansion. Where flexible couplings and ductile iron sleeves are

called for, the space between pipe ends shall not exceed 1/4 inch, to prevent pipe movement such as would possibly be caused by the resultant thrust of a nearby closed valve.

When the space between pipe ends is excessive, a short section (1" to 2") of pipe may be inserted as a spacer ring to limit such pipe movement within the coupling (or sleeve), to obtain the 1/4 inch limitation stipulated herein.

7-09.3(19)A Connections to Existing Mains

(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

The location, type, and size of existing facilities have been determined from available records and are approximate. It is anticipated that connections can be made, in general, as shown on the Plans. It shall be the responsibility of the Contractor to determine the exact location and to ascertain the type and size of the existing facilities prior to starting work on each connection and to provide minor alteration as may be required at no additional cost to the Contracting Agency.

If the connection to the existing system involves turning off the water, the Contractor shall provide a minimum notice of 5 working days to the Inspector, the Contracting Agency, and Fire Marshal, prior to scheduling shutoff. The Contractor shall notify (i.e., by distributing door hangers) all water customers affected by a scheduled shutdown. The notices shall be hand delivered not less than 48 hours nor more than 72 hours before the scheduled shutdown. The Contracting Agency will advise the Contractor which property owners are to be notified, and provide door hangers that the Contractor will be required to hang on each residential or commercial service location. No service shall be shut down for more than 4 hours per day without prior approval of the Contracting Agency.

The Contractor shall maintain service in the existing facilities at each connection until such time that the connection is actually made. Final connection will be permitted under the supervision of the Contracting Agency after receiving satisfactory water quality tests, and a continuous safe supply of water is available through the new facilities.

The Contractor shall furnish, install and remove all temporary plugs, caps, blowoffs, temporary blocking, and all other items of a temporary nature required to construct the proposed facilities up to the point of connection for the pressure and purity tests.

7-09.3(19)B Maintaining Service

(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

No Contracting Agency owned utility service will be allowed to be shutdown for more than 4 hours per day without prior approval.

7-09.3(21) Concrete Thrust Blocking

(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

All fittings requiring a thrust or anchor concrete block shall first be covered with 4-mil Visqueen plastic sheets, before concrete is poured. At no time shall the concrete be allowed to cover pipe joints, bolt heads, or nuts.

The poured in place concrete thrust and/or anchor blocks shall be in place at least 24 hours before beginning the pressure test, to allow the concrete to set. Longer durations may be required to ensure adequate curing has been established to conduct the necessary testing.

All fittings shall be provided with thrust blocks and restrained joints.

7-09.3(23) Hydrostatic Pressure Test

(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

Testing pressure against closed butterfly valves shall not exceed 150 psi differential between upstream and downstream pressures.

All water services lines shall be installed prior to testing the main lines.

Delete the ninth paragraph and replace it with the following:

There shall not be an appreciable or abrupt loss in pressure during the 2-hour test period.

7-09.3(24)A Flushing

(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

The Contractor shall check the downstream capacity of the drainage system proposed to facilitate disposal of flushing water prior to starting the flushing process.

The Contracting Agency will furnish the water necessary to fill and flush the pipelines for testing purposes at a time of day when sufficient quantities of water are available for normal system operation.

The Contractor shall monitor the rate of disposal to prevent flooding of any areas downstream of the Contractor flushing operations.

All service lines shall be flushed prior to connecting the meters.

7-09.3(24)J Preventing Reverse Flow

(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

The configuration of the installation of an approved backflow prevention device shall be submitted to the Contracting Agency for review and approval prior to the installation and use of the device and making the connection.

7-09.3(24)N Final Flushing and Testing

(June 16, 2006 G&O GSP)

Delete the third paragraph under this Section and replace with the following:

Before placing the line into service, a satisfactory report shall be received on samples collected from representative points in the new system. Samples will be collected and bacteriological tests obtained by the Contractor.

This Section is supplemented with the following:

All water mains shall be flushed within 48 hours of chlorination. No flushing will be allowed on weekends or on holidays. The Contracting Agency shall be notified by the Contractor a minimum of 48 hours in advance of any flushing or flow testing.

7-09.3(24)O Repetition of Flushing and Testing

(May 1, 2006 G&O GSP)

This Section is supplemented with the following:

The Contractor shall be responsible for payment of all repeat bacteriological testing. Testing shall not be cause for claims for delay by the Contractor and all expenses accruing there from shall be borne by the Contractor. Retesting and reinspection required because of defective work and testing performed for the convenience of the Contractor shall be paid by the Contractor.

7-09.3(25) Temporary Blowoff Assemblies (New Section)

(June 16, 2006 G&O GSP)

Any temporary blowoff assemblies required for the Project shall be furnished and installed by the Contractor at no expense to the Contracting Agency. Blowoffs shall be sized to provide a minimum pipe flow (scouring velocity) of 2.5 feet per second. Only brass plugs will be allowed to be utilized to plug pipelines where these temporary facilities were installed.

7-09.3(26) Plugging Existing Pipe (New Section)

Where shown in the Plans or where designated by the Engineer, existing pipes shall be plugged on the

inlet end for a distance of 2 diameters with commercial concrete. Care shall be used in placing the concrete in the pipe to see that the opening of the pipe is completely filled and thoroughly plugged.

7-09.3(27) Pipe Abandonment (New Section)

This Section is supplemented with the following:

Where shown on the Plans or where designated by the Engineer, existing pipes shall be abandoned in place and plugged per Section 7-09.3(26)

Existing surface appurtenances to the abandoned water main, including but not limited to valve boxes, valve box covers, and angle stops, shall be removed and disposed of by the Contractor in a legal and safe manner at an appropriate disposal site. Excavations resulting from appurtenance removal shall be filled with crushed surfacing and any surfacing restored.

7-09.4 Measurement

(January 7, 2013 G&O GSP)

Delete all paragraphs under this Section and replace with the following:

No specific unit of measurement will apply to the lump sum item of Locate Existing Utilities.

Measurement for payment of controlled density fill shall be per the cubic yard installed.

No specific unit of measurement will apply to the lump sum item of Trench Safety System.

No specific unit of measurement will apply to the lump sum item of Schoolhouse Creek Temporary Water Main.

No specific unit of measurement will apply to the lump sum item of Bybee Creek Temporary Water Main.

No specific unit of measurement will apply to the lump sum item of Confer Intersection Temporary Water Main.

Measurement for payment of pipe for water mains will be by the linear foot of pipe laid and tested and shall be measured along the pipe through fittings, valves and couplings at grade.

Measurement of Additional Ductile Iron Fittings shall be per pound, based on the weight of fittings as listed in the AWWA Standards, ANSI/AWWA C110/A21.10-87. Fittings not listed in the above standards will be paid for at the weight listed in the Manufacturer's catalog. Weight will be based on the fitting body only and will not include accessory items such as bolts, glands, etc. Only those extra fittings required during construction, but which are not shown on the Plans, will be paid for under the bid item for Additional Ductile Iron Fittings.

Measurement for connection to the existing water main will be per each.

No measurement shall be made for extra trench excavation as defined in Section 7-09.3(7)C.

Measurement for Removal of Unsuitable Material (Trench) will be per cubic yard of material removed below the subgrade depth as shown on the Plans.

Measurement for Rock Excavation Including Haul will be per neat line cubic yard.

Rock may be encountered below existing grade. This material may not be suitable for excavation by normal means. Normal means is defined as excavation with a hydraulic excavator with a minimum operating weight of 80,000 pounds and a 50,000-pound bucket digging force with toothed bucket. Material not suitable for excavation by normal means must be excavated with means other than the use of explosives. The Contractor shall make his own determination of equipment required to perform the work. No additional compensation other than provided herein will be allowed due to the presence of rock. Only material not suitable for excavation by normal means shall be considered "Rock Excavation".

Measurement of Bank Run Gravel for Trench Backfill will be per ton. The measurement shall be calculated in accordance with the trench detail shown on the Plans and using a conversion factor for cubic yards to tons of 1.8 tons/cy. The Contractor shall provide the Contracting Agency with truckload tickets at the end of each day to be used to support the calculated quantities.

Measurement of Foundation Gravel will be per cubic yard. The measurement shall be calculated in accordance with the trench detail shown on the Plans or as required by encountered subgrade conditions as approved by the engineer.

Plugging pipes will be measured per each, for each plug installed.

7-09.5 Payment

(January 7, 2013 G&O GSP)

Delete all paragraphs under this Section and replace with the following:

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

"Locate Existing Utilities", lump sum.

The lump sum contract price for "Locate Existing Utilities" shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to locate existing utility lines along the project corridor in advance of the water main installation.

"Controlled Density Fill", per cubic yard.

The unit contract price per cubic yard for "Controlled Density Fill" shall constitute full compensation for all labor, materials, tools equipment, transportation, supplies, and incidentals required to install

controlled density fill to either plug the ends of existing pipes or fill in abandoned valve boxes.

“Trench Safety Systems,” lump sum.

The lump sum contract price for “Trench Safety Systems” shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to furnish and install this item to include, but not limited to, furnishing, installing, maintaining, and removing all shoring and cofferdams as specified herein. This item of work shall be paid proportionate to the total amount of pipe and structures, satisfactorily installed on the Project.

“Schoolhouse Creek Temporary Water Main,” lump sum.

The lump sum contract price for “Schoolhouse Creek Temporary Water Main” shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to furnish and install this item to include, but not limited to, temporary blocking (and waste hauling of same), plugs, locating the existing main line, cutting and connecting into the main line, dewatering, waste hauling existing pipe, temporary HDPE pipe, miscellaneous fittings and appurtenances as shown on the Plans, all temporary materials, including temporary blowoffs, miscellaneous fittings and pipe, testing, flushing, disinfection and all work associated with making a complete temporary water service during construction of the permanent water main.

“Bybee Temporary Water Main,” lump sum.

The lump sum contract price for “Bybee Temporary Water Main” shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to furnish and install this item to include, but not limited to, pumps, hoses, temporary blocking (and waste hauling of same), plugs, locating the existing main line, cutting and connecting into the main line, dewatering, waste hauling existing pipe, temporary HDPE pipe, miscellaneous fittings and appurtenances as shown on the Plans, all temporary materials, including temporary blowoffs, miscellaneous fittings and pipe, testing, flushing, disinfection and all work associated with making a complete temporary water main during construction of the permanent water main.

“Confer Intersection Temporary Water Main,” lump sum.

The lump sum contract price for “Confer Intersection Temporary Water Main” shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to furnish and install this item to include, but not limited to, pumps, hoses, temporary blocking (and waste hauling of same), plugs, locating the existing main line, cutting and connecting into the main line, dewatering, waste hauling existing pipe, temporary HDPE pipe, miscellaneous fittings and appurtenances as shown on the Plans, all temporary materials, including temporary blowoffs, miscellaneous fittings and pipe, testing, flushing, disinfection and all work associated with making a complete temporary water main during construction of the permanent water main.

“C900 PVC Pipe for Water Main, 8 In. Diam.,” per linear foot.

The unit contract price per linear foot for the respective diameters of “C900 PVC Pipe for Water Main, 8 In. Diam.” shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to furnish and install this item to include, but not limited to, trench excavation, bedding, laying and jointing pipe and fittings, backfill with bank run gravel, compaction, and removal and wastehaul of excess or unsuitable trench excavation material, dewatering, connections, marker tape, copper tracer wire, concrete blocking, installation and removal of temporary blowoff assemblies, material and compaction testing of bank run gravel, flushing, disinfection and disposal of hypochlorinated water.

“DI Pipe for Water Main, 8 In. Diam.,” per linear foot.

The unit contract price per linear foot for the respective diameters of “DI Pipe for Water Main, 8 In. Diam.” shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to furnish and install this item to include, but not limited to, trench excavation, bedding, laying and jointing pipe and fittings, bedding, laying and jointing pipe and fittings, backfill with bank run gravel, compaction, and removal and wastehaul of excess or unsuitable trench excavation material, dewatering, fittings, connections, marker tape, copper tracer wire, restrained joint systems, Megalugs, concrete blocking, installation and removal of temporary blowoff assemblies, material and compaction testing of bank run gravel backfill, pressure testing, flushing, disinfection and disposal of hypochlorinated water.

All work associated with providing temporary blowoff assemblies to include the necessary valve, fittings, piping, thrust blocks, connection, and any and all incidentals as required shall be merged into the price bid for the various sizes of water mains.

All work associated with abandoning existing water main, remove and wastehaul existing water man and any and all incidentals as required shall be merged into the price bid for the various sizes of water mains.

“Additional Ductile Iron Fittings,” per pound.

The unit contract price per pound for “Additional Ductile Iron Fittings” shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to furnish and install this item to include, but not limited to, fittings, follower glands, bolts, grip rings, Megalugs, concrete thrust/anchor blocks, testing, flushing, and disinfection.

“Connection to Existing Water Main,” per each.

The unit contract price per each for “Connection to Existing Water Main” shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to furnish and install this item to include, but not limited to, pumps, hoses, temporary blocking (and waste hauling of same), plugs, locating the existing main line, cutting into the main line, dewatering, waste hauling existing pipe, miscellaneous fittings and appurtenances as shown

on the Plans, all temporary materials, including temporary blowoffs, miscellaneous fittings and pipe, testing, flushing, disinfection and all work associated with making a complete connection. Service connections or fire hydrant connections or reconnections shall not be subject to payment under this bid item.

“Removal of Unsuitable Material (Trench),” per cubic yard.

The unit contract price per cubic yard for “Removal of Unsuitable Material (Trench)” shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to remove unsuitable material below the trench bottom to include, but not limited to, excavation, removal and wastehaul of unsuitable excavated material, and dewatering.

“Rock Excavation Including Haul,” per cubic yard.

The unit contract price per cubic yard for “Rock Excavation Including Haul” shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to remove, load, haul and dispose of any and all solid rock material encountered.

“Bank Run Gravel for Trench Backfill,” per ton.

The unit contract price per ton for “Bank Run Gravel for Trench Backfill” shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to furnish and install the imported trench backfill to include, but not limited to, backfilling trenches, placing, shaping, compacting, wastehaul and disposal of excess native material, and material and compaction testing of the bank run gravel backfill material.

“Foundation Gravel,” per cubic yard.

The unit contract price per cubic yard for “Foundation Gravel” shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals to complete all work to furnish and install the imported foundation gravel in trenches and below structures as shown on the Plans and as described in Section 02700. The quantity of material for payment shall be based volume of material placed within the neat line limits as shown on the Plans and as approved by the Engineer. In the event the Contractor overexcavates the trench depth, or if the trench width becomes wider than the pay limit shown on the Plans, all material so placed shall be at the Contractor’s sole expense.

“Plugging Existing Pipe,” per each.

BID ITEMS 134 and 156: GATE VALVE, 8 In.

These bid items shall be accomplished in accordance with the Plans, Standard Specifications Section 7-12 except as modified below:

7-12 VALVES FOR WATER MAINS

7-12.3 Construction Requirements

(June 16, 2006 G&O GSP)

This Section is supplemented with the following:

The required field inspection shall include operating the valve over the full range of opening to closed to ensure the valve firmly seals and fully clears the flow path.

The ears of the valve box cover shall be aligned along the pipe centerline.

7-12.5 Payment

(January 7, 2013 G&O GSP)

Delete all paragraphs under this Section and replace with the following:

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

“Gate Valve, 8 In.,” per each.

The unit contract price per each for “Gate Valve, 8 In.” shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to furnish and install this item to include, but not limited to, excavation, backfill with bank run gravel, compaction, removal and wastehaul of excess or unsuitable trench excavation material, dewatering, valve box, valve stem extension, testing, flushing, disinfection and final adjustment of the valve box to finished grade.

BID ITEMS 135 and 157: RELOCATE EXISTING FIRE HYDRANT ASSEMBLY

These bid items shall be accomplished in accordance with the Plans, Standard Specifications Section 7-14 except as modified below:

7-14 HYDRANTS

7-14.3(1) Setting Hydrants

(June 16, 2006 G&O GSP)

Delete the first paragraph under this Section and replace it with the following:

Where shown in the Plans, hydrants shall be installed in accordance with the detail provided on the Plans. In addition, a minimum 3-foot radius unobstructed working area shall be provided around all hydrants. The safety flange shall be set 2 inches above finished grade.

This Section is supplemented with the following:

The Contractor shall furnish fire hydrants with the correct bury depth (trench depth), in accordance with the specified pipe depth and special conditions of the Project. The fire hydrants shall be installed to provide the mounting height above finished grade as shown on the Plans. The hydrant shall be installed plumb on the vertical axis.

Hydrants shall be equipped with one Storz pumper nozzle. The pumper port shall be turned to face the street.

After installation, each hydrant shall receive two field coats of paint. The first coat shall be thoroughly dried before applying the second coat. The exact colors shall be per Contracting Agency's current standards.

One blue lane marker, Type 2, shall be installed at all fire hydrant locations. It shall be installed on the adjacent pavement at locations designated by the Contracting Agency and in accordance with the provisions of Section 8-09 and Section 9-21.

7-14.3(2) Hydrant Connections

(June 16, 2006 G&O GSP)

Delete all paragraphs under this Section and replace with the following:

Hydrant laterals shall consist of one continuous section of 6-inch Class 52 ductile iron pipe from the main to the hydrant and shall include as auxiliary gate valve set vertically and placed in accordance with the detail provide on the Plans.

7-14.3(2)A Hydrant Restraints

(June 16, 2006 G&O GSP)

Delete the first sentence of the first paragraph under this Section and replace with the following:

The thrust created in the hydrant lateral shall be restrained as shown on the detail provided on the Plans.

7-14.4 Measurement

(November 24, 2010 G&O GSP)

Delete all paragraphs under this Section and replace with the following:

Measurement of relocate existing fire hydrant assembly will be made per each.

7-14.5 Payment

(January 7, 2013 G&O GSP)

Delete all paragraphs in this Section and replace it with the following:

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

“Relocate Existing Fire Hydrant Assembly,” per each.

The unit contract price per each for “Relocate Existing Fire Hydrant Assembly” shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to relocate an existing fire hydrant to include, but not limited to, excavation, backfill with suitable native material, compaction, removal and wastehaul of excess or unsuitable trench excavation material, dewatering, painting, blocking, restraint systems, new gate valve and valve box, fittings, gravel drywell, concrete pads, the 6-inch hydrant stub, hillside barrier, turning the pumper port to face the street, material and compaction testing of suitable native backfill, testing, flushing, and disinfection.

The work required to remove and deliver existing fire hydrants to the Contracting Agency shops as required shall be considered incidental to the Project and as such merged into the various unit and lump sum contract items requiring the removal.

BID ITEMS 136 and 158: SERVICE CONNECTION, 1 In. DIAM.

BID ITEMS 137 and 159: SERVICE PIPE, 1 In. DIAM.

BID ITEMS 138 and 160: SERVICE CONNECTION, 3/4 In. DIAM.

BID ITEMS 139 and 161: SERVICE PIPE, 3/4 In. DIAM.

BID ITEMS 140 and 162: SERVICE PIPE CASING, 2 In. DIAM.

BID ITEMS 141 and 163: METER BOX

BID ITEM 142: RELOCATE/ADJUST EXISTING METER BOX

These bid items shall be accomplished in accordance with the Plans, Standard Specifications Section 7-15 except as modified below:

7-15 SERVICE CONNECTIONS

7-15.3 Construction Requirements

(June 16, 2006 G&O GSP)

Delete the first paragraph in this Section and replace with the following:

Service connections shall be constructed at the locations shown on the Plans and in accordance with the detail provided on the Plans.

All piping and fittings shall be left exposed until they have been inspected by the Contracting Agency and approval is given for backfilling.

7-15.4 Measurement

(November 24, 2010 G&O GSP)

Delete all paragraphs under this Section and replace with the following:

Service connections will be measured per each for each size of water service connection installed.

Measurement for payment of service pipe will be by the linear foot of service pipe laid, tested, and connected will be measured along the pipe through fittings and couplings.

Measurement for payment of service pipe casing will be by the linear foot of service pipe laid underneath roadway.

Measurement of "Meter Box" will be per each new meter box.

Measurement of "Relocate/Adjust Existing Meter Box" will be per each existing meter box adjusted to grade.

7-15.5 Payment

(January 7, 2013 G&O GSP)

Delete all paragraphs paragraph in this Section and replace with the following:

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

"Service Connection, ____ In. Diam.," per each.

The unit contract price per each for "Service Connection, ____ In. Diam." shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to furnish and install this item to include, but not limited to, excavation, backfill with bank run gravel, compaction, removal and wastehaul of excess or unsuitable trench excavation material, dewatering, tapping the main, connecting to the existing service, material and compaction testing of bank run gravel backfill, testing, flushing, and disinfection.

"Service Pipe, ____ In. Diam.," per linear foot.

The unit contract price per linear foot for "Service Pipe, ____ In. Diam." shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to furnish and install this item to include, but not limited to, excavation, backfill with suitable native material, compaction, removal and wastehaul of excess or unsuitable trench excavation material, dewatering, material and compaction testing of bank run gravel backfill, testing, flushing, and disinfection.

"Service Pipe Casing, ____ In. Diam.," per linear foot.

The unit contract price per linear foot for "Service Pipe Caing, ____ In. Diam." shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to furnish and install this item to include, but not limited to, excavation, backfill with suitable native material, compaction, removal and wastehaul of excess or unsuitable trench excavation material, dewatering, material and compaction testing of bank run gravel backfill, testing, flushing, and disinfection.

"Meter Box," per each.

The unit contract price per each for "Meter Box" shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all work to furnish and install this item to include, but not limited to, meter box, connection to the existing water service and required to set the meter box at finished surfaces, as noted and detailed on the plans.

"Relocate/Adjust Existing Meter Box," per each.

The unit contract price per each for "Relocate/Adjust Existing Meter Box" shall constitute full compensation for all labor, materials, tools, equipment, transportation, supplies, and incidentals required to adjust existing meter boxes to the finished surfaces, as noted and detailed on the Plans.

(November 4, 2024)

Standard Plans

The Washington State Department of Transportation *Standard Plans* M21-01, published September 2024, is made a part of this Contract with the following revisions:

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-50.40

Sheet 1, Plan View: The callout "BEAM GUARDRAIL TYPE 31 TRANSITION SECTION TYPE 21 OR TYPE 24 (SEE STANDARD PLAN C-25.20 OR C-25.30)" is revised to read "BEAM GUARDRAIL TYPE 31 TRANSITION SECTION TYPE 21, 24, OR 25 (SEE STANDARD PLAN C-25.20, C-25.30, OR C-25.32)"

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-23.70

Sheet 2, ANCHOR BRACKET ASSEMBLY DETAIL, dimension, "R. 5/16" is revised to read; R. 15/16"
ANCHOR PLATE DETAIL, weld callout (fillet), 1/4" is revised to read; 3/16"

C-60.20

Sheet 1, Plan view, callout – "1/2" (IN) DIAMETER X 6 1/2" (IN) LONG ANCHOR BOLT ~ PER STD. SPEC. SECT. 9-06.5(4) (TYPICAL) (SEE NOTE 7)" is revised to read: "5/8" DIAMETER x 6 1/2" (IN) LONG ANCHOR BOLT ~ PER STD. SPEC. SECT. 9-06.5(4) (TYPICAL) (SEE NOTE 7)"

C-81.15

Sheet 1, General Notes, Add Note 7, to read;"7. The concrete class for the moment slab shall be class 4000 typically and class 4000A when the top of the slab is used as the roadway, or sidewalk, surface. The concrete class for the barrier is defined in Standard Specification Section 6-10.3."

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-3.09

Sheet 1, Geosynthetic Wall with 2 FT Traffic Surcharge detail, callout – "BARRIER ON WALL ~ SEE Standard Plan D-3.15 or D-3.16" is revised to read: "BARRIER ON WALL ~ SEE Standard Plan C-81.10 and/or C-81.15"

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

Note 7, “If Traffic Barriers are required, See Standard Plans D-15.10, D-15.20 and D-15.30” is revised to read “Traffic Barriers shall not be structurally connected to the Reinforced Concrete Retaining Wall Type 1 and 1SW”.

D-10.15

Note 7, “If Traffic Barriers are required, See Standard Plans D-15.10, D-15.20 and D-15.30” is revised to read “Traffic Barriers shall not be structurally connected to the Reinforced Concrete Retaining Wall Type 2 and 2SW”.

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

Note 5, “If Traffic Barriers are required, See Standard Plans D-15.10, D-15.20 and D-15.30” is revised to read “Traffic Barriers shall not be structurally connected to the Reinforced Concrete Retaining Wall Type 7”.

D-10.45

Note 5, “If Traffic Barriers are required, See Standard Plans D-15.10, D-15.20 and D-15.30” is revised to read “Traffic Barriers shall not be structurally connected to the Reinforced Concrete Retaining Wall Type 8”.

F-10.18

General Note 1; “Construct curb joints at concrete pavement transverse joint locations. If all adjacent pavement is HMA, see Standard Plan F-30.10 for Curb Expansion and Contraction Joint Spacing.” Is revised to read – “See Standard Plan F-30.10 and Standard Specification Section 8-04.3 for Curb Expansion and Contraction Joint details and spacing.”

F-30.10

All five instances of the “2.0% MAX.” are replaced with “2.1% MAX.”

F-40.12

The one instance of “2.0% MAX.” is replaced with “2.1% MAX.”

Note 7 is replaced with the following:

7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the landing. Do not include the abutting landing in the Curb Ramp length measurement. When a ramp is constructed on a radius, the Curb Ramp length is measured on the inside radius along the back of the walkway.

Section B is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

Section C is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

F-40.14

The one instance of "2.0% MAX." is replaced with "2.1% MAX."

Note 7 is replaced with the following:

7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the landing. Do not include the abutting landing in the Curb Ramp length measurement. When a ramp is constructed on a radius, the Curb Ramp length is measured on the inside radius along the back of the walkway.

Section A is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

Section C is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

F-40.15

The one instance of "2.0% MAX." is replaced with "2.1% MAX."

Note 7 is replaced with the following:

7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the landing. Do not include the abutting landing in the Curb Ramp length measurement.

Section A is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

F-40.16

The one instance of "2.0% MAX." is replaced with "2.1% MAX."

Note 8 is replaced with the following:

7. The running slope of curb ramps shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the landing. Do not include the abutting landing in the Curb Ramp length measurement.

Section A is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

Section B is amended as follows:

Delete: "15' – 0" MAX. (TYP.)"

F-80.10

The one instance of "2.0% MAX." is replaced with "2.1% MAX."

Note 6 is replaced with the following:

The running slope of the Pedestrian Ramp shall not exceed 8.3% maximum except as noted herein. If the 8.3% running slope creates a ramp that exceeds 15ft, see contract plans for details. Use a single constant slope from bottom of ramp to top of ramp to match into the sidewalk.

Section A is amended as follows:

Delete: "15" Max."

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-20.10

DELETED

J-20.11

DELETED

J-20.26

Add Note 1, "1. One accessible pedestrian pushbutton station per pedestrian pushbutton post."

Add General Note 2, to read: "Signs shown are for locations with pedestrian signal displays (Accessible Pedestrian Signals/APS). Accessible information device (AID) pushbuttons signs not shown."

Revise View Titles (Both Sheets) to read: "ACCESSIBLE PEDESTRIAN PUSHBUTTON ASSEMBLY"

J-20.16

View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE

J-21.10

Sheet 1, Anchor Bolt Template, callout; "9" (IN) BOLT CIRCLE" is revised to read: "9" (IN) DIA.BOLT CIRCLE"

Base Plate Detail, callout; "3/4" (IN) STEEL PLATE WITH HOLE = POLE BASE + 1/6" (IN)" IS REVISED TO

READ; "3/4" (IN) STEEL PLATE WITH HOLE = POLE BASE + 1/16" (IN)"

Flat Foundation Detail – Elevation, callout; "ANCHOR BOLTS ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY" is revised to read; "ANCHOR BOLTS ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ FOUR REQ'D. PER ASSEMBLY"

Flat Foundation Detail – Elevation, dimension; 4' – 0" is revised to read; "4' – 0" ROUND OR 3' – 0" SQUARE"

J-21.15

Partial View, callout, was – LOCK NIPPLE ~ 1 1/2" DIAM., is revised to read; CHASE NIPPLE ~ 1 1/2" (IN) DIAM.

J-28.30

General Note 13 – "See Standard Plans C-8b and C-85.14 for steel light standards on traffic barrier" is revised to read; "See Standard Plan C-85.15 for steel light standards on traffic barrier."

J-40.10

Sheet 2 of 2, Detail F, callout, "12 – 13 x 1 1/2" S.S. PENTA HEAD BOLT AND 12" S. S. FLAT WASHER" is revised to read; "12 – 13 x 1 1/2" 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

Add new general Note 9 on sheet 1 – "9. The top of wall in Section A on Sheet 1 shall be located as follows: 1) flush with the finished grade when placed within the deflection distance of the long span guardrail system (Std. Plan C-20.40), 2) Two inches maximum above finished grade when placed behind a box culvert guardrail steel post system (Std. Plan C-20.41 or C-20.43), 3) Six inches minimum for all other applications. The bottom rail shall be located at mid height between the top rail and the top of structure."

M-20.30

Wide Dotted Lane Line Detail, reference below title, (SEE NOTE 6) is revised to read: (SEE NOTE 5)

M-40.10

Guide Post Type ~ Reflective Sheeting Applications Table, remove reference - “(SEE NOTE 5)”

The following are the Standard Plan numbers applicable at the time this project was advertised. The date shown with each plan number is the publication approval date shown in the lower right-hand corner of that plan. Standard Plans showing different dates shall not be used in this contract.

A-10.10-00 8/7/07	A-30.35-00 10/12/07	A-50.10-02 7/18/24
A-10.20-00 10/5/07	A-40.00-01 7/6/22	A-50.40-01 8/17/21
A-10.30-00 10/5/07	A-40.10-04 7/31/19	A-60.10-03 12/23/14
A-20.10-00 8/31/07	A-40.15-00 8/11/09	A-60.20-03 12/23/14
A-30.10-00 11/8/07	A-40.20-04 1/18/17	A-60.30-01 6/28/18
A-30.30-01 6/16/11	A-40.50-03 9/12/23	A-60.40-00 8/31/07

B-5.20-03 9/9/20	B-30.50-03 2/27/18	B-75.20-03 8/17/21
B-5.40-02 1/26/17	B-30.60-00 9/9/20	B-75.50-02 3/15/22
B-5.60-02 1/26/17	B-30.40-03 2/27/18	B-70.60-01 1/26/17
B-10.20-03 8/23/23	B-30.70-04 2/27/18	B-75.60-00 6/8/06
B-10.40-02 8/17/21	B-30.80-01 2/27/18	B-80.20-00 6/8/06
B-10.70-03 8/23/23	B-30.90-02 1/26/17	B-80.40-00 6/1/06
B-15.20-01 2/7/12	B-35.20-00 6/8/06	B-85.10-01 6/10/08
B-15.40-01 2/7/12	B-35.40-01 8/23/23	B-85.20-00 6/1/06
B-15.60-02 1/26/17	B-40.20-00 6/1/06	B-85.30-00 6/1/06
B-20.20-02 3/16/12	B-40.40-02 1/26/17	B-85.40-00 6/8/06
B-20.40-04 2/27/18	B-45.20-01 7/11/17	B-85.50-01 6/10/08
B-20.60-03 3/15/12	B-45.40-01 7/21/17	B-90.10-00 6/8/06
B-25.20-02 2/27/18	B-50.20-00 6/1/06	B-90.20-00 6/8/06
B-25.60-03 8/23/23	B-55.20-03 8/17/21	B-90.30-00 6/8/06
B-30.05-00 9/9/20	B-60.20-02 9/9/20	B-90.40-01 1/26/17
B-30.10-03 2/27/18	B-60.40-01 2/27/18	B-90.50-00 6/8/06
B-30.15-00 2/27/18	B-65.20-01 4/26/12	B-95.20-02 8/17/21
B-30.20-04 2/27/18	B-65.40-00 6/1/06	B-95.40-01 6/28/18
B-30.30-03 2/27/18	B-70.20-01 3/15/22	

C-1 9/8/22	C-23.70-01 10/16/23	C-70.10-04 10/16/23
C-1b 10/12/23	C-24.10-05 7/21/24	C-70.15-01 7/21/24
C-1d 10/31/03	C-24.15-00 3/15/22	C-75.10-02 9/16/20
C-6a 9/8/22	C-25.20-07 8/20/21	C-75.20-03 8/20/21
C-7 9/8/22	C-25.22-06 8/20/21	C-75.30-03 8/20/21
C-7a 9/8/22	C-25.26-05 8/20/21	C-80.10-03 10/16/23
C-20.10-09 10/12/23	C-25.30-01 8/20/21	C-80.20-01 6/11/14
C-20.14-05 9/8/22	C-25.32-00 7/29/24	C-80.30-02 8/20/21
C-20.15-03 10/12/23	C-25.80-05 8/12/19	C-80.40-01 6/11/14
C-20.18-04 9/8/22	C-60.10-04 7/21/24	C-85.10-00 4/8/12
C-20.40-10 10/12/23	C-60.15-01 7/21/24	C-85.11-01 9/16/20

C-20.41-05 7/18/24	C-60.20-01 9/8/22	C-85.15-03 10/17/23
C-20.43-01 7/18/24	C-60.30-02 7/21/24	C-85-18-03 9/8/22
C-20.44-00 8/13/24	C-60.40-01 7/21/24	C-81.10-00 9/12/23
C-20.45-03 9/8/22	C-60.45-01 7/21/24	C-81.15-00 9/12/23
C-20.55-00 7/30/24	C-60.50-01 7/21/24	
C-22.16-08 10/17/23	C-60.60-01 7/21/24	
C-22.40-11 7/21/24	C-60.70-01 9/8/22	
C-22.45-07 7/21/24	C-60.80-02 7/21/24	
D-2.36-03 6/11/14	D-3.11-03 6/11/14	D-10.25-01 8/7/19
D-2.46-02 8/13/21	D-4 12/11/98	D-10.30-00 7/8/08
D-2.84-00 11/10/05	D-6 6/19/98	D-10.35-00 7/8/08
D-2.92-01 4/26/22	D-10.10-01 12/2/08	D-10.40-01 12/2/08
D-3.09-00 5/17/12	D-10.15-01 12/2/08	D-10.45-01 12/2/08
D-3.10-01 5/29/13	D-10.20-01 8/7/19	D-20.10-00 10/9/23
E-1 2/21/07	E-4 8/27/03	E-20.10-00 9/12/23
E-2 5/29/98	E-4a 8/27/03	E-20.20-00 10/4/23
F-10.12-04 9/24/20	F-10.62-02 4/22/14	F-40.15-04 9/25/20
F-10.16-00 12/20/06	F-10.64-03 4/22/14	F-40.16-03 6/29/16
F-10.18-04 6/28/24	F-30.10-04 9/25/20	F-45.10-05 6/4/24
F-10.40-04 9/24/20	F-40.12-03 6/29/16	F-80.10-04 7/15/16
F-10.42-00 1/23/07	F-40.14-03 6/29/16	
G-10.10-00 9/20/07	G-24.50-05 8/7/19	G-90.10-03 7/11/17
G-20.10-03 8/20/21	G-24.60-05 6/28/18	G-90.20-05 7/11/17
G-22.10-04 6/28/18	G-25.10-05 9/16/20	G-90.30-04 7/11/17
G-24.10-00 11/8/07	G-26.10-00 7/31/19	G-95.10-02 6/28/18
G-24.20-01 2/7/12	G-30.10-04 6/23/15	G-95.20-03 6/28/18
G-24.30-02 6/28/18	G-50.10-03 6/28/18	G-95.30-03 6/28/18
G-24.40-07 6/28/18		
H-10.10-01 6/2/24	H-30.10-00 10/12/07	H-70.10-02 8/17/21
H-10.11-00 6/2/24	H-32.10-00 9/20/07	H-70.20-02 8/17/21
H-10.15-01 6/2/24	H-60.10-01 7/3/08	
H-10.16-00 6/2/24	H-60.20-01 7/3/08	
I-10.10-01 8/11/09	I-30.20-00 9/20/07	I-40.20-00 9/20/07
I-30.10-02 3/22/13	I-30.30-02 6/12/19	I-50.20-02 7/6/22
I-30.15-02 3/22/13	I-30.40-02 6/12/19	I-60.10-01 6/10/13
I-30.16-01 7/11/19	I-30.60-02 6/12/19	I-60.20-01 6/10/13
I-30.17-01 6/12/19	I-40.10-00 9/20/07	I-80.10-02 7/15/16

J-05.50-00 8/30/22	J-26.10-03 7/21/16	J-50.05-00 7/21/17
J-10.....7/18/97	J-26.15-01 5/17/12	J-50.10-01 7/31/19
J-10.10-04 9/16/20	J-26.20-01 6/28/18	J-50.11-02 7/31/19
J-10.12-00 9/16/20	J-27.10-01 7/21/16	J-50.12-02 8/7/19
J-10.14-00 9/16/20	J-27.15-00 3/15/12	J-50.13-01 8/30/22
J-10.15-01 6/11/14	J-28.01-00 8/30/22	J-50.15-01 7/21/17
J-10.16-02 8/18/21	J-28.10-02 8/7/19	J-50.16-01 3/22/13
J-10.17-02 8/18/21	J-28.22-00 8/07/07	J-50.18-00 8/7/19
J-10.18-02 8/18/21	J-28.24-02 9/16/20	J-50.19-00 8/7/19
J-10.20-04 8/18/21	J-28.26-01 12/02/08	J-50.20-00 6/3/11
J-10.21-02 8/18/21	J-28.30-04 6/18/24	J-50.25-00 6/3/11
J-10.22-03 10/4/23	J-28.40-02 6/11/14	J-50.30-00 6/3/11
J-10.25-01 6/21/24	J-28.42-01 6/11/14	J-60.05-01 7/21/16
J-10.26-00 8/30/22	J-28.43-01 6/28/18	J-60.11-00 5/20/13
J-12.15-00 6/28/18	J-28.45-03 7/21/16	J-60.12-00 5/20/13
J-12.16-00 6/28/18	J-28.50-03 7/21/16	J-60.13-00 6/16/10
J-15.10-01 6/11/14	J-28.60-03 8/27/21	J-60.14-01 7/31/19
J-15.15-02 7/10/15	J-28.70-04 8/30/22	J-75.10-02 7/10/15
J-20.01-01 6/21/24	J-29.10-02 8/26/22	J-75.20-01 7/10/15
J-20.05-00 6/21/24	J-29.15-01 7/21/16	J-75.30-02 7/10/15
J-20.10-05 10/4/23	J-29.16-02 7/21/16	J-75.50-00 8/30/22
J-20.11-03 7/31/19	J-30.10-01 8/26/22	J-75.55-00 8/30/22
J-20.15-04 6/21/24	J-40.01-00 8/30/22	J-80.05-00 8/30/22
J-20.16-02 6/30/14	J-40.05-00 7/21/16	J-80.10-01 8/18/21
J-20.20-02 5/20/13	J-40.10-04 4/28/16	J-80.12-00 8/18/21
J-20.26-01 7/12/12	J-40.20-03 4/28/16	J-80.15-00 6/28/18
J-21.10-05 6/21/24	J-40.30-04 4/28/16	J-81.10-02 8/18/21
J-21.15-01 6/10/13	J-40.35-01 5/29/13	J-81.12-00 9/3/21
J-21.16-02 6/21/24	J-40.36-02 7/21/17	J-84.05-00 8/30/22
J-21.17-01 6/10/13	J-40.37-02 7/21/17	J-86.10-00 6/28/18
J-21.20-01 6/10/13	J-40.38-01 5/20/13	J-90.10-03 6/28/18
J-22.15-03 6/21/24	J-40.39-00 5/20/13	J-90.20-03 6/28/18
J-22.16-03 7/10/15	J-40.40-02 7/31/19	J-90.21-02 6/28/18
J-22.17-00 6/21/24	J-45.36-00 7/21/17	J-90.50-00 6/28/18
 K-70.20-01.....6/1/16	 K-80.32-00 8/17/21	 K-80.35-01 9/16/20
K-80.10-02.....9/25/20	K-80.34-00 8/17/21	K-80.37-01 9/16/20
 L-5.10-02 6/5/24	 L-20.10-03.....7/14/15	 L-40.20-02.....6/21/12
L-5.15-00 9/19/22	L-30.10-02.....6/11/14	L-70.10-01.....5/21/08
L-10.10-02 6/21/12	L-40.15-01.....6/16/11	L-70.20-01.....5/21/08
 M-1.20-04 9/25/20	 M-9.60-00 2/10/09	 M-24.66-00 7/11/17
M-1.40-03 9/25/20	M-11.10-04 8/2/22	M-40.10-04 10/17/23
M-1.60-03 9/25/20	M-12.10-04 6/28/24	M-40.20-00 10/12/07

M-1.80-03 6/3/11	M-15.10-02 7/17/23	M-40.30-01 7/11/17
M-2.20-03 7/10/15	M-17.10-02 7/3/08	M-40.40-00 9/20/07
M-2.21-00 7/10/15	M-20.10-04 8/2/22	M-40.50-00 9/20/07
M-3.10-04 9/25/20	M-20.20-02 4/20/15	M-40.60-00 9/20/07
M-3.20-04 8/2/22	M-20.30-05 6/28/24	M-60.10-01 6/3/11
M-3.30-04 9/25/20	M-20.40-03 6/24/14	M-60.20-03 8/17/21
M-3.40-04 9/25/20	M-20.50-02 6/3/11	M-65.10-03 8/17/21
M-3.50-03 9/25/20	M-24.20-02 4/20/15	M-80.10-01 6/3/11
M-5.10-03 9/25/20	M-24.40-02 4/20/15	M-80.20-00 6/10/08
M-7.50-01 1/30/07	M-24.60-04 6/24/14	M-80.30-00 6/10/08
M-9.50-02 6/24/14	M-24.65-00 7/11/17	

Cowlitz County Standard Drawings

Cowlitz County Standard Drawings listed below are made a part of this contract.

CC-1201 CEMENT CONCRETE CURB AND GUTTER

CC-1202 GUARDRAIL LOCATION

CC-1317 STANDARD APPROACH ASPHALT OR CONCRETE APRON

CC-1318 STANDARD APPROACH – TYPICAL SECTIONS

CC-1320 APPORACH-DRIVEWAY DETAIL

CC-1610 CURB INLET TYPE 1L

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: 05/12/2025

Cowlitz County

Trade^	Job Classification	Wage	Holiday	Overtime	Note	Ris
<u>Asbestos Abatement Workers</u>	Journey Level	\$59.48	6Z	1M		
<u>Boilermakers</u>	Journey Level	\$78.89	5N	1C		
<u>Brick Mason</u>	Brick Finisher	\$48.08	5A	1B		
<u>Brick Mason</u>	Caulker-Pointer-Cleaner	\$74.09	5A	1B		
<u>Brick Mason</u>	Journey Level	\$74.09	5A	1B		
<u>Building Service Employees</u>	Janitor	\$16.66		1		
<u>Building Service Employees</u>	Shampooer	\$16.66		1		

<u>Building Service Employees</u>	Waxer	\$16.66		1	
<u>Building Service Employees</u>	Window Cleaner	\$16.66		1	
<u>Cabinet Makers (In Shop)</u>	Journey Level	\$16.66		1	
<u>Carpenters</u>	Acoustical Worker	\$67.80	15J	11U	9L
<u>Carpenters</u>	Bridge & Highway Carpenter	\$69.08	15J	11U	9L
<u>Carpenters</u>	Floor Layer And Floor Finishers	\$67.97	15J	11U	9L
<u>Carpenters</u>	General Carpenter	\$67.80	15J	11U	9L
<u>Carpenters</u>	Scaffold/Shoring Erecting & Dismantling	\$67.70	7E	4X	8N
<u>Carpenters</u>	Stationary Power Saw	\$67.97	15J	11U	9L
<u>Cement Masons</u>	Application of all Composition Mastic	\$77.30	15J	4U	
<u>Cement Masons</u>	Application of all Epoxy Material	\$76.78	15J	4U	
<u>Cement Masons</u>	Application of all Plastic Material	\$77.30	15J	4U	
<u>Cement Masons</u>	Application of Sealing Compound	\$76.78	15J	4U	

<u>Cement Masons</u>	Application of Underlayment	\$77.30	15J	4U
<u>Cement Masons</u>	Building General	\$76.78	15J	4U
<u>Cement Masons</u>	Composition or Kalman Floors	\$77.30	15J	4U
<u>Cement Masons</u>	Concrete Paving	\$76.78	15J	4U
<u>Cement Masons</u>	Curb & Gutter Machine	\$77.30	15J	4U
<u>Cement Masons</u>	Curb & Gutter, Sidewalks	\$76.78	15J	4U
<u>Cement Masons</u>	Curing Concrete	\$76.78	15J	4U
<u>Cement Masons</u>	Finish Colored Concrete	\$77.30	15J	4U
<u>Cement Masons</u>	Floor Grinding	\$77.30	15J	4U
<u>Cement Masons</u>	Floor Grinding/Polisher	\$76.78	15J	4U
<u>Cement Masons</u>	Green Concrete Saw, self-powered	\$77.30	15J	4U
<u>Cement Masons</u>	Grouting of all Plates	\$76.78	15J	4U
<u>Cement Masons</u>	Grouting of all Tilt-up Panels	\$76.78	15J	4U
<u>Cement Masons</u>	Guniting Nozzleman	\$77.30	15J	4U

<u>Cement Masons</u>	Hand Powered Grinder	\$77.30	15J	4U	
<u>Cement Masons</u>	Journey Level	\$76.78	15J	4U	
<u>Cement Masons</u>	Patching Concrete	\$76.78	15J	4U	
<u>Cement Masons</u>	Pneumatic Power Tools	\$77.30	15J	4U	
<u>Cement Masons</u>	Power Chipping & Brushing	\$77.30	15J	4U	
<u>Cement Masons</u>	Sand Blasting Architectural Finish	\$77.30	15J	4U	
<u>Cement Masons</u>	Screed & Rodding Machine	\$77.30	15J	4U	
<u>Cement Masons</u>	Spackling or Skim Coat Concrete	\$76.78	15J	4U	
<u>Cement Masons</u>	Troweling Machine Operator	\$77.30	15J	4U	
<u>Cement Masons</u>	Troweling Machine Operator on Colored Slabs	\$77.30	15J	4U	
<u>Cement Masons</u>	Tunnel Workers	\$77.30	15J	4U	
<u>Divers & Tenders</u>	Assistant Tender	\$75.35	15J	11T	9I
<u>Divers & Tenders</u>	Bell/Vehicle or Submersible	\$124.92	15J	11T	9I

Operator Not Under
Pressure

<u>Divers & Tenders</u>	Dive Master	\$94.29	15J	11T	9I
<u>Divers & Tenders</u>	Dive Supervisor	\$94.29	15J	11T	9I
<u>Divers & Tenders</u>	Diver Diving	\$124.92	15J	11T	9I
<u>Divers & Tenders</u>	Diver Tender	\$80.92	15J	11T	9I
<u>Divers & Tenders</u>	Divers Including Stand-By Diver	\$89.29	15J	11T	9I
<u>Divers & Tenders</u>	Manifold Operator	\$85.92	15J	11T	9I
<u>Divers & Tenders</u>	Manifold Operator Mixed Gas	\$90.92	15J	11T	9I
<u>Divers & Tenders</u>	ROV Operator	\$80.92	15J	11T	9I
<u>Divers & Tenders</u>	ROV Tender/Technician	\$75.35	15J	11T	9I
Dredge Workers	Assistant Engineer	\$72.54	5D	1N	8D
Dredge Workers	Assistant Mate (deckhand)	\$67.18	5D	1N	8D
Dredge Workers	Boatman (licensed)	\$72.54	5D	1N	8D
Dredge Workers	Fill Equipment Operator	\$69.88	5D	1N	8D
Dredge Workers	Fireman	\$71.05	5D	1N	8D

Dredge Workers	Leverman (hydraulic & Clamshell)	\$75.70	5D	1N	8D
Dredge Workers	Mate	\$72.54	5D	1N	8D
Dredge Workers	Oiler	\$67.18	5D	1N	8D
Dredge Workers	Tenderman (boatman Attending Dredge Plant)	\$71.05	5D	1N	8D
Dredge Workers	Welder	\$72.54	5D	1N	8D
<u>Drywall Applicator</u>	Journey Level	\$67.80	5A	1B	
<u>Drywall Tapers</u>	Journey Level	\$66.95	7E	1E	
<u>Electrical Fixture Maintenance Workers</u>	Journey Level	\$25.23		1	
<u>Electricians - Inside</u>	Journey Level	\$95.68	5A	1B	
<u>Electricians - Inside</u>	Journeyman, Welder	\$102.22	5A	1B	
<u>Electricians - Motor Shop</u>	Craftsman	\$16.66		1	
<u>Electricians - Motor Shop</u>	Journey Level	\$16.66		1	
<u>Electricians - Powerline Construction</u>	Cable Splicer	\$102.42	5A	4D	
<u>Electricians - Powerline Construction</u>	Certified Line Welder	\$93.99	5A	4D	

<u>Electricians - Powerline Construction</u>	Groundperson	\$59.30	5A	4D	
<u>Electricians - Powerline Construction</u>	Heavy Line Equipment Operator	\$93.99	5A	4D	
<u>Electricians - Powerline Construction</u>	Journey Level Lineperson	\$93.99	5A	4D	
<u>Electricians - Powerline Construction</u>	Line Equipment Operator	\$80.96	5A	4D	
<u>Electricians - Powerline Construction</u>	Meter Installer	\$59.30	5A	4D	8W
<u>Electricians - Powerline Construction</u>	Pole Sprayer	\$93.99	5A	4D	
<u>Electricians - Powerline Construction</u>	Powderperson	\$69.84	5A	4D	
<u>Electronic Technicians</u>	Journey Level	\$79.16	5A	1B	
<u>Elevator Constructors</u>	Mechanic	\$115.62	5N	4A	
<u>Elevator Constructors</u>	Mechanic In Charge	\$125.08	5N	4A	
Fabricated Precast Concrete Products	Journey Level	\$16.66		1	
Fabricated Precast Concrete Products	Journey Level - In- Factory Work Only	\$16.66		1	
<u>Fence Erectors</u>	Fence Erector	\$54.63	6Z	1M	8S
<u>Fence Erectors</u>	Fence Laborer	\$54.63	6Z	1M	8S

<u>Flaggers</u>	Journey Level	\$54.63	6Z	1M	8S
<u>Glaziers</u>	Journey Level	\$76.47	7I	11K	
<u>Heat & Frost Insulators And Asbestos Workers</u>	Mechanic	\$85.39	5N	1F	
<u>Heating Equipment Mechanics</u>	Journey Level	\$102.92	7F	1E	
<u>Hod Carriers & Mason Tenders</u>	Journey Level	\$62.10	5D	1B	
<u>Industrial Power Vacuum Cleaner</u>	Journey Level	\$16.66		1	
<u>Inland Boatmen</u>	Boat Operator	\$71.28	5B	1K	
<u>Inland Boatmen</u>	Cook	\$69.70	5B	1K	
<u>Inland Boatmen</u>	Deckhand	\$70.00	5B	1K	
<u>Inland Boatmen</u>	Deckhand Engineer	\$69.55	5B	1K	
<u>Inland Boatmen</u>	Launch Operator	\$71.23	5B	1K	
<u>Inland Boatmen</u>	Mate	\$89.12	5B	1K	
<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Cleaner Operator, Foamer Operator	\$16.66		1	
<u>Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control</u>	Grout Truck Operator	\$16.66		1	

<u>Inspection/Cleaning/Sealing</u> <u>Of Sewer & Water Systems</u> <u>By Remote Control</u>	Head Operator	\$16.66	1		
<u>Inspection/Cleaning/Sealing</u> <u>Of Sewer & Water Systems</u> <u>By Remote Control</u>	Technician	\$16.66	1		
<u>Inspection/Cleaning/Sealing</u> <u>Of Sewer & Water Systems</u> <u>By Remote Control</u>	Tv Truck Operator	\$16.66	1		
<u>Insulation Applicators</u>	Journey Level	\$67.97	15J	11U	9L
<u>Ironworkers</u>	Journey Level	\$81.13	15K	11N	
<u>Laborers</u>	Anchor Machines	\$59.48	6Z	1M	
<u>Laborers</u>	Application (Including Pot Power Tender For Same), Applying Protective Material By Hand Or Nozzle On Utility Lines Or Storage Tanks On Project	\$58.86	6Z	1M	
<u>Laborers</u>	Asbestos Removal	\$59.48	6Z	1M	
<u>Laborers</u>	Asphalt Plant Laborers	\$58.04	6Z	1M	
<u>Laborers</u>	Asphalt Raker	\$60.00	6Z	1M	

<u>Laborers</u>	Asphalt Spreaders	\$58.04	6Z	1M
<u>Laborers</u>	Ballast Regulators	\$59.48	6Z	1M
<u>Laborers</u>	Batch Weighman	\$58.04	6Z	1M
<u>Laborers</u>	Bit Grinder	\$59.48	6Z	1M
<u>Laborers</u>	Brick Pavers (Dry)	\$58.04	6Z	1M
<u>Laborers</u>	Broomers	\$58.04	6Z	1M
<u>Laborers</u>	Brush (Power Saw)	\$58.86	6Z	1M
<u>Laborers</u>	Brush Burners And Cutters	\$58.04	6Z	1M
<u>Laborers</u>	Burners	\$58.86	6Z	1M
<u>Laborers</u>	Car And Truck Loaders	\$58.04	6Z	1M
<u>Laborers</u>	Carpenter Tender	\$58.04	6Z	1M
<u>Laborers</u>	Change-house Man Or Dry Shack Man	\$58.04	6Z	1M
<u>Laborers</u>	Chipping Guns	\$58.86	6Z	1M
<u>Laborers</u>	Choker Setters	\$58.04	6Z	1M
<u>Laborers</u>	Choker Splicer	\$58.86	6Z	1M
<u>Laborers</u>	Chuck Tender	\$58.86	6Z	1M

<u>Laborers</u>	Clary Power Spreader And Similar Types	\$58.86	6Z	1M	
<u>Laborers</u>	Clean Up Laborers	\$58.04	6Z	1M	
<u>Laborers</u>	Clean-up Nozzleman-Green- Cutter (Concrete Rock, Etc.)	\$58.86	6Z	1M	
<u>Laborers</u>	Concrete Crew, Bull Gang	\$58.86	6Z	1M	
<u>Laborers</u>	Concrete Laborers	\$58.86	6Z	1M	
<u>Laborers</u>	Concrete Nozzlemen	\$60.00	6Z	1M	
<u>Laborers</u>	Concrete Power Buggyman	\$58.86	6Z	1M	
<u>Laborers</u>	Concrete Saw Operator	\$59.48	6Z	1M	
<u>Laborers</u>	Concrete Saw Operator (Walls)	\$60.00	6Z	1M	
<u>Laborers</u>	Confined Space / Hole Watch	\$54.63	6Z	1M	8S
<u>Laborers</u>	Crusher Feeder	\$58.86	6Z	1M	
<u>Laborers</u>	Curing, Concrete	\$58.04	6Z	1M	

<u>Laborers</u>	Demolition And Wrecking Charred Materials	\$58.86	6Z	1M	
<u>Laborers</u>	Demolition, Wrecking And Moving Laborers	\$58.04	6Z	1M	
<u>Laborers</u>	Drill Doctor	\$59.48	6Z	1M	
<u>Laborers</u>	Drill Operators, Air Tracks, Cat Drills, Wagon Drills, Rubber-mounted Drills And Other Similar Types, Including At Crusher Plants	\$60.00	6Z	1M	
<u>Laborers</u>	Dry Pack Machine	\$58.86	6Z	1M	
<u>Laborers</u>	Dry Stack Walls	\$58.04	6Z	1M	
<u>Laborers</u>	Dumpers, Road Oiling Crew	\$58.04	6Z	1M	
<u>Laborers</u>	Dumpmen (for Grading Crew)	\$58.04	6Z	1M	
<u>Laborers</u>	Elevator Feeders	\$58.04	6Z	1M	
<u>Laborers</u>	Erosion Control Specialist	\$58.04	6Z	1M	
<u>Laborers</u>	Final Clean-up	\$54.63	6Z	1M	8S

<u>Laborers</u>	Fine Graders	\$58.04	6Z	1M	
<u>Laborers</u>	Fire Watch	\$54.63	6Z	1M	8S
<u>Laborers</u>	Form Strippers (Not Swinging Stages)	\$58.04	6Z	1M	
<u>Laborers</u>	General Laborer	\$58.04	6Z	1M	
<u>Laborers</u>	Grade Checker	\$60.00	6Z	1M	
<u>Laborers</u>	Guard Rail, Median Rail, Reference Post Guide Post, Right- of-way Marker	\$58.04	6Z	1M	
<u>Laborers</u>	Gunit Nozzleman	\$60.00	6Z	1M	
<u>Laborers</u>	Gunit Nozzleman Tender	\$58.86	6Z	1M	
<u>Laborers</u>	Gunit or Sand Blasting Pot Tender	\$58.86	6Z	1M	
<u>Laborers</u>	Hand Placed Sand Blasting (Wet)	\$58.86	6Z	1M	
<u>Laborers</u>	Handlers Or Mixers Of All Materials Of An Irritating Nature (Including Cement & Lime)	\$58.86	6Z	1M	
<u>Laborers</u>	Hazardous Waste Worker	\$59.48	6Z	1M	

<u>Laborers</u>	High Scalers, Strippers & Drillers (covers work in swinging stages, chairs or belts under extreme conditions unusual to normal drilling, blasting, barring down or slopping and stripping	\$60.00	6Z	1M	
<u>Laborers</u>	Laser Beam	\$60.00	6Z	1M	
<u>Laborers</u>	Laser Beam (Pipe Laying) - Applicable When Employee Assigned To Move, Set Up, Align	\$60.00	6Z	1M	
<u>Laborers</u>	Laser Beam (Tunnel) - Applicable When Employee Assigned To Move, Set Up, Align	\$60.00	6Z	1M	
<u>Laborers</u>	Lead Abatement	\$59.48	6Z	1M	
<u>Laborers</u>	Leverman Or Aggregate Spreaders (Flaherty And Similar Types)	\$58.04	6Z	1M	

<u>Laborers</u>	Loading Spotters	\$58.04	6Z	1M	
<u>Laborers</u>	Loop Installation	\$60.00	6Z	1M	
<u>Laborers</u>	Manhole Building	\$59.48	6Z	1M	
<u>Laborers</u>	Material Yard Man	\$58.04	6Z	1M	
<u>Laborers</u>	Miner - Tunnel	\$60.00	6Z	1M	
<u>Laborers</u>	Mold Remediation Or Removal	\$59.48	6Z	1M	
<u>Laborers</u>	Nippers And Timbermen	\$59.48	6Z	1M	
<u>Laborers</u>	Nuclear Plant Workers - Lead Shield, Power Saw Operators (Bucking & Falling)	\$59.48	6Z	1M	
<u>Laborers</u>	Pilot Car	\$54.63	6Z	1M	8S
<u>Laborers</u>	Pipe Doping & Wrapping	\$58.86	6Z	1M	
<u>Laborers</u>	Pipe Layer All Types	\$60.00	6Z	1M	
<u>Laborers</u>	Pittsburgh Chipper Operator Or Similar Types	\$58.04	6Z	1M	
<u>Laborers</u>	Post Hold Digger, Air, Gas Or Electric	\$58.86	6Z	1M	

<u>Laborers</u>	Powderman - Tunnel	\$60.00	6Z	1M
<u>Laborers</u>	Powderman Tender	\$58.04	6Z	1M
<u>Laborers</u>	Power Jacks	\$59.48	6Z	1M
<u>Laborers</u>	Pressure Washer	\$58.86	6Z	1M
<u>Laborers</u>	Railroad Track Laborers	\$58.04	6Z	1M
<u>Laborers</u>	Ribbon Setter, Head	\$58.86	6Z	1M
<u>Laborers</u>	Ribbon Setters (Including Steel Forms)	\$58.04	6Z	1M
<u>Laborers</u>	Rigger/Signalperson	\$58.04	6Z	1M
<u>Laborers</u>	Rip Rap Man (Hand Packed)	\$58.04	6Z	1M
<u>Laborers</u>	Rip Rap Man (Head)	\$58.86	6Z	1M
<u>Laborers</u>	Road Pump Tender	\$58.04	6Z	1M
<u>Laborers</u>	Sand Blasting (Dry)	\$59.48	6Z	1M
<u>Laborers</u>	Scaffold Tender	\$58.04	6Z	1M
<u>Laborers</u>	Sewer Labor	\$58.04	6Z	1M
<u>Laborers</u>	Sewer Timbermen	\$59.48	6Z	1M

<u>Laborers</u>	Signalman	\$58.04	6Z	1M
<u>Laborers</u>	Skipman	\$58.04	6Z	1M
<u>Laborers</u>	Slopers	\$58.04	6Z	1M
<u>Laborers</u>	Spraymen	\$58.04	6Z	1M
<u>Laborers</u>	Stake Chaser	\$58.04	6Z	1M
<u>Laborers</u>	Stake-setter	\$58.86	6Z	1M
<u>Laborers</u>	Stockpiler	\$58.04	6Z	1M
<u>Laborers</u>	Tampers	\$58.86	6Z	1M
<u>Laborers</u>	Tie Back Shoring	\$58.86	6Z	1M
<u>Laborers</u>	Timber Faller And Bucker (Hand Labor)	\$58.04	6Z	1M
<u>Laborers</u>	Tool Operators - Jackhammer	\$58.86	6Z	1M
<u>Laborers</u>	Tool Operators - Paving Breakers	\$58.86	6Z	1M
<u>Laborers</u>	Toolroom Man (At Job Site)	\$58.04	6Z	1M
<u>Laborers</u>	Track Liners	\$59.48	6Z	1M
<u>Laborers</u>	Traffic Control Laborer	\$58.04	6Z	1M

<u>Laborers</u>	Traffic Control Supervisor	\$58.86	6Z	1M
<u>Laborers</u>	Traffic Control Supervisor	\$58.86	6Z	1M
<u>Laborers</u>	Tugger Operator	\$59.48	6Z	1M
<u>Laborers</u>	Tunnel Bullgang (Above Ground)	\$60.00	6Z	1M
<u>Laborers</u>	Tunnel Chuck Tenders	\$60.00	6Z	1M
<u>Laborers</u>	Tunnel Motorman - Dinky Locomotive	\$60.00	6Z	1M
<u>Laborers</u>	Tunnel Muckers, Brakemen	\$60.00	6Z	1M
<u>Laborers</u>	Tunnel Shield Operator	\$60.00	6Z	1M
<u>Laborers</u>	Vibrating Screed	\$60.00	6Z	1M
<u>Laborers</u>	Vibrators (All Types)	\$60.00	6Z	1M
<u>Laborers</u>	Water Blaster	\$59.48	6Z	1M
<u>Laborers</u>	Weight-Man- Crusher (Aggregate When Used)	\$58.04	6Z	1M
<u>Laborers</u>	Welder	\$59.48	6Z	1M

<u>Laborers - Underground Sewer & Water</u>	General Laborer and Topman	\$60.00	6Z	1M	
<u>Landscape Construction</u>	Landscape Operator	\$68.46	7B	4G	8U
<u>Landscape Construction</u>	Landscaping or Planting Laborer	\$46.95	6Z	1M	8T
<u>Landscape Maintenance</u>	Groundskeeper	\$16.66		1	
<u>Lathers</u>	Journey Level	\$67.80	5A	1B	
<u>Marble Setters</u>	Journey Level	\$75.09	5A	1B	
<u>Metal Fabrication (In Shop)</u>	Fitter	\$25.33	7S	1B	
<u>Metal Fabrication (In Shop)</u>	Machine Operator	\$25.33	7S	1B	
<u>Metal Fabrication (In Shop)</u>	Welder	\$25.33	7S	1B	
<u>Millwright</u>	Journey Level	\$80.28	5A	1B	
Modular Buildings	Journey Level	\$16.66		1	
<u>Painters</u>	Bridge Painter	\$60.44	7E	11L	
<u>Painters</u>	Commercial Painter	\$51.86	7E	11L	
<u>Painters</u>	Industrial Painter	\$53.93	7E	11L	9F
<u>Pile Driver</u>	Journey Level	\$69.08	15J	11U	9L
<u>Plasterers</u>	Journey Level	\$64.24	5H	1E	

<u>Playground & Park Equipment Installers</u>	Journey Level	\$16.66		1	
<u>Plumbers & Pipefitters</u>	Journey Level	\$90.87	5A	1G	
<u>Power Equipment Operators</u>	Air Filtration Equipment(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Asphalt Plant (any Type) (assistant Engineer Required) (group 2)	\$74.18	7B	4G	8U
<u>Power Equipment Operators</u>	Asphalt, Burner & Reconditioner (any Type), (asst To Engineer If Required)(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Asphalt, Extrusion Machine Operator(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Asphalt, Paver (screed Man Required)(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Asphalt, Pugmill (any Type)(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Asphalt, Raker(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Asphalt, Roller (any Asphalt Mix)(group 5)	\$68.46	7B	4G	8U

<u>Power Equipment Operators</u>	Asphalt, Roto-mill, Pavement Profiler Under 8 Ft Lateral Cut(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Asphalt, Roto-mill, Pavement Profiler, 8 Ft Lateral Cut & Over(group 2)	\$74.18	7B	4G	8U
<u>Power Equipment Operators</u>	Asphalt, Roto-mill, Pavement Profiler, Groundman(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Asphalt, Screed(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Asphalt, Truck Mounted Spreader, With Screed(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Auger Oiler(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Auto Grader Or "trimmer" (grade Checker Required) (group 2)	\$74.18	7B	4G	8U
<u>Power Equipment Operators</u>	Back Filling Machine (assistant To Engineer Required) (group 4)	\$69.70	7B	4G	8U

<u>Power Equipment Operators</u>	Backhoe, Robotic, Track And Wheel Type Up To And Including 20,000 Lbs. With Any Attachments(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Band Wagons (in Conjunction With Whell Excavator) (group 2)	\$74.18	7B	4G	8U
<u>Power Equipment Operators</u>	Bell Man (any Type Of Comunication) (group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Blade Any Type(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Blade, Robotic(group 2)	\$74.18	7B	4G	8U
<u>Power Equipment Operators</u>	Boatman(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Boatman, Licensed(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Bobcat, Skid Steer (< 1yd)(group 6)	\$65.24	7B	4G	8U

<u>Power Equipment Operators</u>	Boom Type Lifting Device, 5 Ton Capacity Or Less(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Boring Machine (asst To Engineer Required)(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Broom Self-propelled, Construction Job Site(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Bulldozer Operator, 20,000 Lbs Or Less, Or 100 Horse Or Less(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Bulldozer Operator, Over 20,000 Lbs And More Than 100 Horse Up To 70,000 Lbs(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Bulldozer Over 70,000 Lbs Up To And Including 120,000 Lbs(group 3)	\$73.03	7B	4G	8U
<u>Power Equipment Operators</u>	Bulldozer Over 120,000 Lbs And Above(group 2)	\$74.18	7B	4G	8U

<u>Power Equipment Operators</u>	Bulldozer Robotic Equipment(group 2)	\$74.18	7B	4G	8U
<u>Power Equipment Operators</u>	Cable-plow (any Type)(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Cableway 25 Ton & Over(group 2)	\$74.18	7B	4G	8U
<u>Power Equipment Operators</u>	Cableway Up To 25 Ton(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Canal Trimmer (grade Oiler Required)(group 2)	\$74.18	7B	4G	8U
<u>Power Equipment Operators</u>	Cat Drill (john Henry)(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Cement Pump(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Challenger(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Chip Spreading Machine(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Chippers (asst To Engineer If Required)(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Churn Drill & Earth Boring Machine(group 5)	\$68.46	7B	4G	8U

<u>Power Equipment Operators</u>	Combination Heavy Duty Mechanic-welder, When Required To Do Both(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Compactor Self Propelled Without Blade(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Compactor With Blade Self Propelled(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Compactor, Multi-engine(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Compactor, Robotic(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Compressor (any Power) 1,250 Cu Ft And Over Total Capacity(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Compressor Operator (any Power) Under 1,250 Cu Ft Total Capacity(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Concrete Batch Plant And/or Wet Mix (3 Units Or More) (group1)	\$76.09	7B	4G	8U

<u>Power Equipment Operators</u>	Concrete Batch Plant And/or Wet Mix Operator (1 & 2 Drums)(group 2)	\$74.18	7B	4G	8U
<u>Power Equipment Operators</u>	Concrete Batch Plant Quality Control(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Concrete Breaker (assistant To Engineer Required) (group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Concrete Canal Line, Assistant To Engineer Required(group 2)	\$74.18	7B	4G	8U
<u>Power Equipment Operators</u>	Concrete Curing Machine (riding Type)(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Concrete Diamond Head Profiler(group 2)	\$74.18	7B	4G	8U
<u>Power Equipment Operators</u>	Concrete Paving Road Mixer(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Concrete Planer(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Concrete Saw(group 6)	\$65.24	7B	4G	8U

<u>Power Equipment Operators</u>	Concrete, Automatic Slip Form Paver (asst To Engineer Required) (group 2)	\$74.18	7B	4G	8U
<u>Power Equipment Operators</u>	Concrete, Combination Mixer & Compressor Operator, Gunite Work(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Concrete, Curb Machine Mechanical Berm, Curb And/or Curb And Gutter(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Concrete, Finishing Machine(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Concrete, Grout Plant(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Concrete, Grouting Machine(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Concrete, Joint Machine(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Concrete, Mixer Mobile(group 4)	\$69.70	7B	4G	8U

<u>Power Equipment Operators</u>	Concrete, Mixer Single Drum Any Capacity(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Concrete, Paving Machine 8' And Less (asst To Engineer Required) (group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Concrete, Placing Boom(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Concrete, Pump Truck(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Concrete, Pump(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Concrete, Pumpcrete Operator (any Type) (group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Concrete, Reinforced Tank Banding Machine (asst To Engineer Required)(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Concrete, Slip Form Pumps, Power Driven Hydraulic Lifting Device For	\$68.46	7B	4G	8U

	Concrete Forms(group 5)				
<u>Power Equipment Operators</u>	Concrete, Spreader(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Concrete, Telebelt(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Concrete, Treated Base Roller Operator, Oiling(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Conveyor Operator Or Assistant(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Conveyored Material Hauler(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Crane, Bridge Locomotive, Gantry And Overhead(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Crane, Carry Deck(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Crane, Chicago Boom & Similar Types(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Crane, Floating (derrick Barge) 30	\$74.18	7B	4G	8U

	Ton But Less Than 150 Ton (asst To Engineer Required) (group 2)				
<u>Power Equipment Operators</u>	Crane, Floating 150 Ton But Less Than 250 Ton (asst To Engineer Required) (group 1)	\$76.09	7B	4G	8U
<u>Power Equipment Operators</u>	Crane, Floating 250 Ton And Over (asst To Engineer And Deckhand Required) (group 1)	\$78.25	7B	4G	8U
<u>Power Equipment Operators</u>	Crane, Floating Clamshell 3 Cu. Yds. & Over (fireman Or Diesel Electric Engineer Required)(group 2)	\$74.18	7B	4G	8U
<u>Power Equipment Operators</u>	Crane, Floating Clamshell, Dragline Etc. Operator Under 3 Cu. Yds. Or Less Than 30 Ton (diesel- electric Engineer Required)(group 4)	\$69.70	7B	4G	8U

<u>Power Equipment Operators</u>	Crane, Hydraulic 200 Ton Through 399 Ton (group 1)	\$76.09	7B	4G	8U
<u>Power Equipment Operators</u>	Crane, Hydraulic 50 Ton Through 89 Ton With Luffing Or Tower Attachment(group 2)	\$74.18	7B	4G	8U
<u>Power Equipment Operators</u>	Crane, Hydraulic 50 Ton Through 89 Tons(group 3)	\$73.03	7B	4G	8U
<u>Power Equipment Operators</u>	Crane, Hydraulic 90 Ton Through 199 Ton With Luffing Or Tower Attachment (group 1)	\$76.09	7B	4G	8U
<u>Power Equipment Operators</u>	Crane, Hydraulic 90 Ton Through 199 Ton(group 2)	\$74.18	7B	4G	8U
<u>Power Equipment Operators</u>	Crane, Hydraulic Crane 200 Ton Through 300 Ton With Luffing Or Tower Attachment(group 1)	\$78.25	7B	4G	8U

<u>Power Equipment Operators</u>	Crane, Hydraulic Crane 400 Ton And Over(group 1)	\$80.41	7B	4G	8U
<u>Power Equipment Operators</u>	Crane, Hydraulic Crane Over 300 Ton Through 399 Ton With Luffer Or Tower Attachment(group 1)	\$80.41	7B	4G	8U
<u>Power Equipment Operators</u>	Crane, Hydraulic Under 50 Ton(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Crane, Lattice Boom 200 Ton Through 299 Ton, With Over 200' Boom(group 1)	\$78.25	7B	4G	8U
<u>Power Equipment Operators</u>	Crane, Lattice Boom 300 Ton Through 399 Ton(group 1)	\$78.25	7B	4G	8U
<u>Power Equipment Operators</u>	Crane, Lattice Boom 300 Ton Through 399 Ton, With Over 200' Boom(group 1)	\$80.41	7B	4G	8U
<u>Power Equipment Operators</u>	Crane, Lattice Boom 50 Ton Through 89 Ton With 150' Boom Or Less(group 3)	\$73.03	7B	4G	8U

<u>Power Equipment Operators</u>	Crane, Lattice Boom 50 Ton Through 89 Ton With Over 150' Boom	\$74.18	7B	4G	8U
<u>Power Equipment Operators</u>	Crane, Lattice Boom 90 Ton Through 199 Ton With 150' - 200' Boom(group 2)	\$74.18	7B	4G	8U
<u>Power Equipment Operators</u>	Crane, Lattice Boom Under 50 Ton(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Crane, Lattice Boom, 200 Ton Through 299 Ton With 200' Boom Or Less (group 1)	\$76.09	7B	4G	8U
<u>Power Equipment Operators</u>	Crane, Lattice Boom, 90 Ton Through 199 Ton With Over 200' Boom (group 1)	\$76.09	7B	4G	8U
<u>Power Equipment Operators</u>	Crane, Shovel, Dragline Or Clamshell 3 Cu. Yds. But Less Than 5 Cu. Yds. (asst To Engineer Required) (group 3)	\$73.03	7B	4G	8U

<u>Power Equipment Operators</u>	Crane, Tower Crane With 175' Tower Or Less And With Less Than 200' Jib(group 2)	\$74.18	7B	4G	8U
<u>Power Equipment Operators</u>	Crane, Tower Crane With Over 175' Tower Or Over 200' Jib (group 1)	\$76.09	7B	4G	8U
<u>Power Equipment Operators</u>	Crane, Tugger(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Crane, Whirley 90 Ton And Over (group 1)	\$76.09	7B	4G	8U
<u>Power Equipment Operators</u>	Crane, Whirley Under 90 Ton(group 2)	\$74.18	7B	4G	8U
<u>Power Equipment Operators</u>	Crusher Feederman(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Crusher Oiler(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Crusher Plant(group 2)	\$74.18	7B	4G	8U
<u>Power Equipment Operators</u>	Deckhand(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Derrick Operator Under 100 Ton (two	\$69.70	7B	4G	8U

	Operators Required When Swing Control Is Remote From Hoist)(group 4)				
<u>Power Equipment Operators</u>	Diesel-electric Engineer (plant Or Floating)(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Directional Drill Over 20,000 Lbs Pullback(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Drill Assistant(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Drill Cat Operator(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Drill Directional Type Less Than 20,000 Lbs Pullback(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Drill Doctor And/or (bit Grinder)(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Drill Mud Mixer(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Drill Oscillator(group 4)	\$69.70	7B	4G	8U

<u>Power Equipment Operators</u>	Drill, Directinal Locator(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Driller, Percussion, Diamond, Core, Cable, Rotary & Similar Type(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Elevating Grader Operator, Tractor Towed Requiring Operator Or Grader(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Elevating Loader Operator (any Type) (group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Elevator To Move Personnel Or Materials(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Excavator Over 80,000 Lbs Through 130,000 Lbs(group 3)	\$73.03	7B	4G	8U
<u>Power Equipment Operators</u>	Excavator Operator, Over 20,000 Lbs Through 80,000 Lbs(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Excavator Operator, Over 130,000	\$74.18	7B	4G	8U

Lbs(group 2)

<u>Power Equipment Operators</u>	Fireman(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Floating, Crane 350 Ton And Over (asst To Engineer And Deckhand Required) (group 1)	\$80.41	7B	4G	8U
<u>Power Equipment Operators</u>	Fork Lift(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Fork Lift, Over 10 Ton Or Robotic(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Generator Operator(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Grade Checker(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Grade Setter / Layout From Plans(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Grade-all(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Guardrail Machines, I.e. Punch, Auger, Etc.(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Guardrail Punch Oiler(group 6)	\$65.24	7B	4G	8U

<u>Power Equipment Operators</u>	Hammer Operator (pile Driver)(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Heavy Duty Repairman Assistant(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Heavy Equipment Robotics Operator Or Mechanic(group 2)	\$74.18	7B	4G	8U
<u>Power Equipment Operators</u>	Helicopter Hoist(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Helicopter Radioman (ground) (group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Helicopter When Used In Erecting Workcrane(group 1)	\$76.09	7B	4G	8U
<u>Power Equipment Operators</u>	Hoist Operator, Single Drum(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Hoist, 2 Drums Or More(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Hoist, Stiff Leg, Guy Derrick Or Similar Type, 50 Ton And Over(group 4)	\$69.70	7B	4G	8U

<u>Power Equipment Operators</u>	Hydraulic Backhoe Track Type Up To And Including 20,000 Lbs(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Hydraulic Backhoe Wheel Type (any Make)(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Hydraulic Pipe Press(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Hydro Axe (loader Mounted Or Similar Type)(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Hydrographic Seeder Machine Straw, Pulp Or Seed(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Hydrostatic Pump Operator(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Internal Full Slab Vibrator Operator(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Jack Operator, Elevating Barges, Barge Operator, Self-unloading (asst To Engineer Required)(group 4)	\$69.70	7B	4G	8U

<u>Power Equipment Operators</u>	Laser Screed(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Lattice Boom Crane 400 Ton And Over(group 1)	\$80.41	7B	4G	8U
<u>Power Equipment Operators</u>	Lime Spreader, Construction Job Site(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Loaders Operator, Front End & Overhead, 25,000 Lbs And Less Than 60,000 Lbs(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Loaders, 120,000 Lbs And Above(group 2)	\$74.18	7B	4G	8U
<u>Power Equipment Operators</u>	Loaders, 60,000 Lbs And Less Than 120,000 Lbs(group 3)	\$73.03	7B	4G	8U
<u>Power Equipment Operators</u>	Loaders, Rubber-tire Type, Less Than 25,000 Lbs(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Log Skidders(group 4)	\$69.70	7B	4G	8U

<u>Power Equipment Operators</u>	Master Environmental Maintenance Mechanic(group 2)	\$74.18	7B	4G	8U
<u>Power Equipment Operators</u>	Material Handler(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Mechanic, Heavy Duty(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Mixer Box (c.t.b., Dry Batch, Etc.)(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Oiler(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Parts Man (tool Room)(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Pavement Grinder And Or Grooving Machine (riding Type)(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Pile Driver Operator (not Crane Type) (asst To Engineer Required)(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Pipe Bending, Cleaning, Doping And Wrapping Machines(group 4)	\$69.70	7B	4G	8U

<u>Power Equipment Operators</u>	Pipe, Cast In Place Pipe Laying Machine(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Plant Oiler(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Pump (any Power) (group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Pump Operator, More Than 5 Pumps (any Size)(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Rail, Ballast Compactor, Regulator Or Tamper Machines(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Rail, Ballast Tamper Multi- purpose(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Rail, Brakeman, Switchman, Motorman(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Rail, Car Mover(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Rail, Clip Applicator(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Rail, High Rail Self Loader Truck(group	\$68.46	7B	4G	8U

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<u>Power Equipment Operators</u>	Rail, Lo-railer(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Rail, Locomotive, 40 Ton And Over (asst To Engineer Required)(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Rail, Shuttle Car Operator(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Rail, Speedswing(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Rail, Switchman(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Rail, Tamping Machine, Mechanical, Self-propelled(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Rail, Track Liner(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Remote Controlled Earth Moving Equipment(group 2)	\$74.18	7B	4G	8U
<u>Power Equipment Operators</u>	Rigger(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Roller Grading (not Asphalt)(group 6)	\$65.24	7B	4G	8U

<u>Power Equipment Operators</u>	Rubber-tired Dozers And Pushers(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Scraper All Types(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Service Oiler (greaser)(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Shovel, Dragline, Clamshell, 5 Yards And Over(group 2)	\$74.18	7B	4G	8U
<u>Power Equipment Operators</u>	Side-boom(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Skip Loader, Drag Box(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Stump Grinder (loader Mounted Or Similar Type)(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Surface Heater And Planer(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Sweeper Self- propelled, Construction Job Site(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Tar Pot Fireman (power Agitated) Or Not(group 6)	\$65.24	7B	4G	8U

<u>Power Equipment Operators</u>	Tractor Rubber-tired, 50 Hp Flywheel & Under(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Tractor, Rubber-tired Over 50 Hp Flywheel(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Trenching Machine 3 Ft Depth And Deeper (asst To The Operator If Required)(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Trenching Machine Operator, Maximum Digging Capacity 3 Ft Depth(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Truck Crane Oiler-driver(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Truck, All Terrain Or Track Type(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Truck, Barrel Type(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Truck, Boom(group 5)	\$68.46	7B	4G	8U

<u>Power Equipment Operators</u>	Truck, Off-road Trucks, Articulated And Non-articulated Trucks(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Truck, Offroad Trucks, Articulated And Non-articulated Trucks(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Truck, Vacuum(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Truck, Water(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Tub Grinder(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Tunnel Boring Machine Mechanic(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Tunnel Boring Machine(group 1)	\$76.09	7B	4G	8U
<u>Power Equipment Operators</u>	Tunnel Segment Plant(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Tunnel Separation Plant(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Tunnel Shaef Loader(group 4)	\$69.70	7B	4G	8U

<u>Power Equipment Operators</u>	Tunnel, Locomotive, Dinkey(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Tunnel, Micro Boring Tunnel Machine(group 1)	\$76.09	7B	4G	8U
<u>Power Equipment Operators</u>	Tunnel, Mucking Machine(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Tunnel, Power Jumbo Setting Slip Forms, Etc.(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators</u>	Tunnel, Shield Operator(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Ultra High Pressure Water Jet Cutting Tool System Operator(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Underwater Equipment, Remote Or Otherwise(group 2)	\$74.18	7B	4G	8U
<u>Power Equipment Operators</u>	Vacuum Blasting Machine Operator(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Water Pulls, Water Wagon(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Welder's Assistant(group 6)	\$65.24	7B	4G	8U

<u>Power Equipment Operators</u>	Welder; Heavy Duty, Certified Or Not(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment Operators</u>	Welding Machine(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators</u>	Wheel Excavation Any Size (grade Oiler Required) (group 2)	\$74.18	7B	4G	8U
<u>Power Equipment Operators</u>	Wire Mat Or Brooming Machine(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators- Underground Sewer & Water</u>	Air Filtration Equipment(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment Operators- Underground Sewer & Water</u>	Asphalt Plant (any Type) (assistant Engineer Required) (group 2)	\$74.18	7B	4G	8U
<u>Power Equipment Operators- Underground Sewer & Water</u>	Asphalt, Burner & Reconditioner (any Type), (asst To Engineer If Required)(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment Operators- Underground Sewer & Water</u>	Asphalt, Extrusion Machine Operator(group 5)	\$68.46	7B	4G	8U

<u>Power Equipment</u>	Asphalt, Paver				
<u>Operators- Underground</u>	(screed Man	\$69.70	7B	4G	8U
<u>Sewer & Water</u>	Required)(group 4)				
<u>Power Equipment</u>	Asphalt, Pugmill				
<u>Operators- Underground</u>	(any Type)(group 6)	\$65.24	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Asphalt,				
<u>Operators- Underground</u>	Raker(group 6)	\$65.24	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Asphalt, Roller (any				
<u>Operators- Underground</u>	Asphalt Mix)(group	\$68.46	7B	4G	8U
<u>Sewer & Water</u>	5)				
<u>Power Equipment</u>	Asphalt, Roto-mill,				
<u>Operators- Underground</u>	Pavement Profiler	\$69.70	7B	4G	8U
<u>Sewer & Water</u>	Under 8 Ft Lateral Cut(group 4)				
<u>Power Equipment</u>	Asphalt, Roto-mill,				
<u>Operators- Underground</u>	Pavement Profiler, 8	\$74.18	7B	4G	8U
<u>Sewer & Water</u>	Ft Lateral Cut & Over(group 2)				
<u>Power Equipment</u>	Asphalt, Roto-mill,				
<u>Operators- Underground</u>	Pavement Profiler,	\$68.46	7B	4G	8U
<u>Sewer & Water</u>	Groundman(group 5)				
<u>Power Equipment</u>	Asphalt,				
<u>Operators- Underground</u>	Screed(group 4)	\$69.70	7B	4G	8U
<u>Sewer & Water</u>					

<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Asphalt, Truck Mounted Spreader, With Screed(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Auger Oiler(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Auto Grader Or "trimmer" (grade Checker Required) (group 2)	\$74.18	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Back Filling Machine (assistant To Engineer Required) (group 4)	\$69.70	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Backhoe, Robotic, Track And Wheel Type Up To And Including 20,000 Lbs. With Any Attachments(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Band Wagons (in Conjunction With Whell Excavator) (group 2)	\$74.18	7B	4G	8U

<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Bell Man (any Type Of Comunication) (group 6)	\$65.24	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Blade Any Type(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Blade, Robotic(group 2)	\$74.18	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Boatman(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Boatman, Licensed(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Bobcat, Skid Steer (< 1yd)(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Boom Type Lifting Device, 5 Ton Capacity Or Less(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Boring Machine (asst To Engineer Required)(group 4)	\$69.70	7B	4G	8U

<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Broom Self-propelled, Construction Job Site(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Bulldozer Operator, 20,000 Lbs Or Less, Or 100 Horse Or Less(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Bulldozer Operator, Over 20,000 Lbs And More Than 100 Horse Up To 70,000 Lbs(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Bulldozer Over 70,000 Lbs Up To And Including 120,000 Lbs(group 3)	\$73.03	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Bulldozer Over 120,000 Lbs And Above(group 2)	\$74.18	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Bulldozer Robotic Equipment(group 2)	\$74.18	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Cable-plow (any Type)(group 4)	\$69.70	7B	4G	8U

<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Cableway 25 Ton & Over(group 2)	\$74.18	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Cableway Up To 25 Ton(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Canal Trimmer (grade Oiler Required)(group 2)	\$74.18	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Cat Drill (john Henry)(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Cement Pump(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Challenger(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Chip Spreading Machine(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Chippers (asst To Engineer If Required)(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Churn Drill & Earth Boring Machine(group 5)	\$68.46	7B	4G	8U

<u>Power Equipment</u>	Combination Heavy				
<u>Operators- Underground</u>	Duty Mechanic-				
<u>Sewer & Water</u>	welder, When	\$69.70	7B	4G	8U
	Required To Do				
	Both(group 4)				
<u>Power Equipment</u>	Compactor Self				
<u>Operators- Underground</u>	Propelled Without	\$68.46	7B	4G	8U
<u>Sewer & Water</u>	Blade(group 5)				
<u>Power Equipment</u>	Compactor With				
<u>Operators- Underground</u>	Blade Self	\$69.70	7B	4G	8U
<u>Sewer & Water</u>	Propelled(group 4)				
<u>Power Equipment</u>	Compactor, Multi-				
<u>Operators- Underground</u>	engine(group 4)	\$69.70	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Compactor,				
<u>Operators- Underground</u>	Robotic(group 4)	\$69.70	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Compressor (any				
<u>Operators- Underground</u>	Power) 1,250 Cu Ft	\$68.46	7B	4G	8U
<u>Sewer & Water</u>	And Over Total				
	Capacity(group 5)				
<u>Power Equipment</u>	Compressor				
<u>Operators- Underground</u>	Operator (any				
<u>Sewer & Water</u>	Power) Under 1,250	\$65.24	7B	4G	8U
	Cu Ft Total				
	Capacity(group 6)				
<u>Power Equipment</u>	Concrete Batch	\$76.09	7B	4G	8U
<u>Operators- Underground</u>	Plant And/or Wet				

<u>Sewer & Water</u>	Mix (3 Units Or More) (group1)				
<u>Power Equipment</u>	Concrete Batch				
<u>Operators- Underground</u>	Plant And/or Wet	\$74.18	7B	4G	8U
<u>Sewer & Water</u>	Mix Operator (1 & 2 Drums)(group 2)				
<u>Power Equipment</u>	Concrete Batch				
<u>Operators- Underground</u>	Plant Quality	\$68.46	7B	4G	8U
<u>Sewer & Water</u>	Control(group 5)				
<u>Power Equipment</u>	Concrete Breaker				
<u>Operators- Underground</u>	(assistant To	\$69.70	7B	4G	8U
<u>Sewer & Water</u>	Engineer Required) (group 4)				
<u>Power Equipment</u>	Concrete Canal				
<u>Operators- Underground</u>	Line, Assistant To	\$74.18	7B	4G	8U
<u>Sewer & Water</u>	Engineer Required(group 2)				
<u>Power Equipment</u>	Concrete Curing				
<u>Operators- Underground</u>	Machine (riding	\$65.24	7B	4G	8U
<u>Sewer & Water</u>	Type)(group 6)				
<u>Power Equipment</u>	Concrete Diamond				
<u>Operators- Underground</u>	Head Profiler(group	\$74.18	7B	4G	8U
<u>Sewer & Water</u>	2)				
<u>Power Equipment</u>	Concrete Paving				
<u>Operators- Underground</u>	Road Mixer(group 4)	\$69.70	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Concrete	\$68.46	7B	4G	8U
<u>Operators- Underground</u>	Planer(group 5)				

Sewer & Water

<u>Power Equipment</u>	Concrete				
<u>Operators- Underground</u>	Saw(group 6)	\$65.24	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Concrete, Automatic Slip Form				
<u>Operators- Underground</u>	Paver (asst To	\$74.18	7B	4G	8U
<u>Sewer & Water</u>	Engineer Required) (group 2)				
<u>Power Equipment</u>	Concrete, Combination Mixer				
<u>Operators- Underground</u>	& Compressor	\$68.46	7B	4G	8U
<u>Sewer & Water</u>	Operator, Gunite Work(group 5)				
<u>Power Equipment</u>	Concrete, Curb Machine Mechanical				
<u>Operators- Underground</u>	Berm, Curb And/or	\$68.46	7B	4G	8U
<u>Sewer & Water</u>	Curb And Gutter(group 5)				
<u>Power Equipment</u>	Concrete, Finishing				
<u>Operators- Underground</u>	Machine(group 5)	\$68.46	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Concrete, Grout				
<u>Operators- Underground</u>	Plant(group 4)	\$69.70	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Concrete, Grouting				
<u>Operators- Underground</u>	Machine(group 5)	\$68.46	7B	4G	8U
<u>Sewer & Water</u>					

<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Concrete, Joint Machine(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Concrete, Mixer Mobile(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Concrete, Mixer Single Drum Any Capacity(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Concrete, Paving Machine 8' And Less (asst To Engineer Required) (group 5)	\$68.46	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Concrete, Placing Boom(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Concrete, Pump Truck(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Concrete, Pump(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Concrete, Pumpcrete Operator (any Type) (group 5)	\$68.46	7B	4G	8U

<u>Power Equipment</u>	Concrete,				
<u>Operators- Underground</u>	Reinforced Tank				
<u>Sewer & Water</u>	Banding Machine	\$69.70	7B	4G	8U
	(asst To Engineer Required)(group 4)				
<u>Power Equipment</u>	Concrete, Slip Form				
<u>Operators- Underground</u>	Pumps, Power				
<u>Sewer & Water</u>	Driven Hydraulic	\$68.46	7B	4G	8U
	Lifting Device For				
	Concrete				
	Forms(group 5)				
<u>Power Equipment</u>	Concrete,				
<u>Operators- Underground</u>	Spreader(group 5)	\$68.46	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Concrete,				
<u>Operators- Underground</u>	Telebelt(group 5)	\$68.46	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Concrete, Treated				
<u>Operators- Underground</u>	Base Roller	\$68.46	7B	4G	8U
<u>Sewer & Water</u>	Operator,				
	Oiling(group 5)				
<u>Power Equipment</u>	Conveyor Operator				
<u>Operators- Underground</u>	Or Assistant(group	\$65.24	7B	4G	8U
<u>Sewer & Water</u>	6)				
<u>Power Equipment</u>	Conveyored				
<u>Operators- Underground</u>	Material	\$68.46	7B	4G	8U
<u>Sewer & Water</u>	Hauler(group 5)				

<u>Power Equipment</u>	Crane, Bridge				
<u>Operators- Underground</u>	Locomotive, Gantry	\$69.70	7B	4G	8U
<u>Sewer & Water</u>	And Overhead(group 4)				
<u>Power Equipment</u>	Crane, Carry	\$69.70	7B	4G	8U
<u>Operators- Underground</u>	Deck(group 4)				
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Crane, Chicago	\$69.70	7B	4G	8U
<u>Operators- Underground</u>	Boom & Similar				
<u>Sewer & Water</u>	Types(group 4)				
<u>Power Equipment</u>	Crane, Floating (derrick Barge) 30	\$74.18	7B	4G	8U
<u>Operators- Underground</u>	Ton But Less Than				
<u>Sewer & Water</u>	150 Ton (asst To Engineer Required) (group 2)				
<u>Power Equipment</u>	Crane, Floating 150	\$76.09	7B	4G	8U
<u>Operators- Underground</u>	Ton But Less Than				
<u>Sewer & Water</u>	250 Ton (asst To Engineer Required) (group 1)				
<u>Power Equipment</u>	Crane, Floating 250	\$78.25	7B	4G	8U
<u>Operators- Underground</u>	Ton And Over (asst				
<u>Sewer & Water</u>	To Engineer And Deckhand Required) (group 1)				

<u>Power Equipment</u>	Crane, Floating				
<u>Operators- Underground</u>	Clamshell 3 Cu. Yds.				
<u>Sewer & Water</u>	& Over (fireman Or	\$74.18	7B	4G	8U
	Diesel Electric				
	Engineer				
	Required(group 2)				
<u>Power Equipment</u>	Crane, Floating				
<u>Operators- Underground</u>	Clamshell, Dragline				
<u>Sewer & Water</u>	Etc. Operator Under				
	3 Cu. Yds. Or Less	\$69.70	7B	4G	8U
	Than 30 Ton (diesel-				
	electric Engineer				
	Required)(group 4)				
<u>Power Equipment</u>	Crane, Hydraulic				
<u>Operators- Underground</u>	200 Ton Through	\$76.09	7B	4G	8U
<u>Sewer & Water</u>	399 Ton (group 1)				
<u>Power Equipment</u>	Crane, Hydraulic 50				
<u>Operators- Underground</u>	Ton Through 89 Ton				
<u>Sewer & Water</u>	With Luffing Or	\$74.18	7B	4G	8U
	Tower				
	Attachment(group				
	2)				
<u>Power Equipment</u>	Crane, Hydraulic 50				
<u>Operators- Underground</u>	Ton Through 89	\$73.03	7B	4G	8U
<u>Sewer & Water</u>	Tons(group 3)				
<u>Power Equipment</u>	Crane, Hydraulic 90	\$76.09	7B	4G	8U
<u>Operators- Underground</u>	Ton Through 199				
<u>Sewer & Water</u>	Ton With Luffing Or				

Tower Attachment

(group 1)

<u>Power Equipment</u>	Crane, Hydraulic 90				
<u>Operators- Underground</u>	Ton Through 199	\$74.18	7B	4G	8U
<u>Sewer & Water</u>	Ton(group 2)				
<u>Power Equipment</u>	Crane, Hydraulic Crane 200 Ton Through 300 Ton				
<u>Operators- Underground</u>	With Luffing Or	\$78.25	7B	4G	8U
<u>Sewer & Water</u>	Tower Attachment(group 1)				
<u>Power Equipment</u>	Crane, Hydraulic				
<u>Operators- Underground</u>	Crane 400 Ton And	\$80.41	7B	4G	8U
<u>Sewer & Water</u>	Over(group 1)				
<u>Power Equipment</u>	Crane, Hydraulic Crane Over 300 Ton Through 399 Ton				
<u>Operators- Underground</u>	With Luffer Or	\$80.41	7B	4G	8U
<u>Sewer & Water</u>	Tower Attachment(group 1)				
<u>Power Equipment</u>	Crane, Hydraulic				
<u>Operators- Underground</u>	Under 50 Ton(group	\$69.70	7B	4G	8U
<u>Sewer & Water</u>	4)				
<u>Power Equipment</u>	Crane, Lattice Boom				
<u>Operators- Underground</u>	200 Ton Through	\$78.25	7B	4G	8U
<u>Sewer & Water</u>	299 Ton, With Over 200' Boom(group 1)				

<u>Power Equipment</u>	Crane, Lattice Boom				
<u>Operators- Underground</u>	300 Ton Through	\$78.25	7B	4G	8U
<u>Sewer & Water</u>	399 Ton(group 1)				
<u>Power Equipment</u>	Crane, Lattice Boom				
<u>Operators- Underground</u>	300 Ton Through	\$80.41	7B	4G	8U
<u>Sewer & Water</u>	399 Ton, With Over 200' Boom(group 1)				
<u>Power Equipment</u>	Crane, Lattice Boom				
<u>Operators- Underground</u>	50 Ton Through 89	\$73.03	7B	4G	8U
<u>Sewer & Water</u>	Ton With 150' Boom Or Less(group 3)				
<u>Power Equipment</u>	Crane, Lattice Boom				
<u>Operators- Underground</u>	50 Ton Through 89	\$74.18	7B	4G	8U
<u>Sewer & Water</u>	Ton With Over 150' Boom				
<u>Power Equipment</u>	Crane, Lattice Boom				
<u>Operators- Underground</u>	90 Ton Through 199	\$74.18	7B	4G	8U
<u>Sewer & Water</u>	Ton With 150' - 200' Boom(group 2)				
<u>Power Equipment</u>	Crane, Lattice Boom				
<u>Operators- Underground</u>	Under 50 Ton(group	\$69.70	7B	4G	8U
<u>Sewer & Water</u>	4)				
<u>Power Equipment</u>	Crane, Lattice				
<u>Operators- Underground</u>	Boom, 200 Ton	\$76.09	7B	4G	8U
<u>Sewer & Water</u>	Through 299 Ton With 200' Boom Or Less (group 1)				

<u>Power Equipment</u>	Crane, Lattice Boom, 90 Ton				
<u>Operators- Underground</u>	Through 199 Ton	\$76.09	7B	4G	8U
<u>Sewer & Water</u>	With Over 200' Boom (group 1)				
<u>Power Equipment</u>	Crane, Shovel, Dragline Or Clamshell 3 Cu. Yds.				
<u>Operators- Underground</u>	But Less Than 5 Cu. Yds. (asst To Engineer Required) (group 3)	\$73.03	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Crane, Tower Crane With 175' Tower Or Less And With Less Than 200' Jib(group 2)	\$74.18	7B	4G	8U
<u>Operators- Underground</u>					
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Crane, Tower Crane With Over 175' Tower Or Over 200' Jib (group 1)	\$76.09	7B	4G	8U
<u>Operators- Underground</u>					
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Crane, Tugger(group 6)	\$65.24	7B	4G	8U
<u>Operators- Underground</u>					
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Crane, Whirley 90 Ton And Over (group 1)	\$76.09	7B	4G	8U
<u>Operators- Underground</u>					
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Crane, Whirley Under 90 Ton(group	\$74.18	7B	4G	8U
<u>Operators- Underground</u>					

<u>Sewer & Water</u>	2)				
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Crusher	\$65.24	7B	4G	8U
<u>Sewer & Water</u>	Feederman(group 6)				
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Crusher Oiler(group	\$65.24	7B	4G	8U
<u>Sewer & Water</u>	6)				
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Crusher Plant(group	\$74.18	7B	4G	8U
<u>Sewer & Water</u>	2)				
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Deckhand(group 6)	\$65.24	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Derrick Operator				
<u>Operators- Underground</u>	Under 100 Ton (two				
<u>Sewer & Water</u>	Operators Required				
<u>Power Equipment</u>	When Swing	\$69.70	7B	4G	8U
<u>Operators- Underground</u>	Control Is Remote				
<u>Sewer & Water</u>	From Hoist)(group				
	4)				
<u>Power Equipment</u>	Diesel-electric				
<u>Operators- Underground</u>	Engineer (plant Or	\$69.70	7B	4G	8U
<u>Sewer & Water</u>	Floating)(group 4)				
<u>Power Equipment</u>	Directional Drill				
<u>Operators- Underground</u>	Over 20,000 Lbs	\$69.70	7B	4G	8U
<u>Sewer & Water</u>	Pullback(group 4)				
<u>Power Equipment</u>	Drill Assistant(group	\$65.24	7B	4G	8U
<u>Operators- Underground</u>	6)				

Sewer & Water

<u>Power Equipment</u>	Drill Cat				
<u>Operators- Underground</u>	Operator(group 4)	\$69.70	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Drill Directional				
<u>Operators- Underground</u>	Type Less Than	\$68.46	7B	4G	8U
<u>Sewer & Water</u>	20,000 Lbs				
	Pullback(group 5)				
<u>Power Equipment</u>	Drill Doctor And/or				
<u>Operators- Underground</u>	(bit Grinder)(group	\$69.70	7B	4G	8U
<u>Sewer & Water</u>	4)				
<u>Power Equipment</u>	Drill Mud				
<u>Operators- Underground</u>	Mixer(group 5)	\$68.46	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Drill Oscillator(group				
<u>Operators- Underground</u>	4)	\$69.70	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Drill, Directinal				
<u>Operators- Underground</u>	Locator(group 6)	\$65.24	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Driller, Percussion,				
<u>Operators- Underground</u>	Diamond, Core,				
<u>Sewer & Water</u>	Cable, Rotary &	\$69.70	7B	4G	8U
	Similar Type(group				
	4)				
<u>Power Equipment</u>	Elevating Grader	\$68.46	7B	4G	8U
<u>Operators- Underground</u>	Operator, Tractor				
<u>Sewer & Water</u>	Towed Requiring				

	Operator Or Grader(group 5)				
<u>Power Equipment</u>	Elevating Loader				
<u>Operators- Underground</u>	Operator (any Type)	\$68.46	7B	4G	8U
<u>Sewer & Water</u>	(group 5)				
<u>Power Equipment</u>	Elevator To Move				
<u>Operators- Underground</u>	Personnel Or	\$68.46	7B	4G	8U
<u>Sewer & Water</u>	Materials(group 5)				
<u>Power Equipment</u>	Excavator Over				
<u>Operators- Underground</u>	80,000 Lbs	\$73.03	7B	4G	8U
<u>Sewer & Water</u>	Through 130,000 Lbs(group 3)				
<u>Power Equipment</u>	Excavator Operator,				
<u>Operators- Underground</u>	Over 20,000 Lbs	\$69.70	7B	4G	8U
<u>Sewer & Water</u>	Through 80,000 Lbs(group 4)				
<u>Power Equipment</u>	Excavator Operator,				
<u>Operators- Underground</u>	Over 130,000	\$74.18	7B	4G	8U
<u>Sewer & Water</u>	Lbs(group 2)				
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Fireman(group 6)	\$65.24	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Floating, Crane 350				
<u>Operators- Underground</u>	Ton And Over (asst	\$80.41	7B	4G	8U
<u>Sewer & Water</u>	To Engineer And Deckhand Required) (group 1)				

<u>Power Equipment</u>					
<u>Operators- Underground</u>	Fork Lift(group 6)	\$65.24	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Fork Lift, Over 10				
<u>Operators- Underground</u>	Ton Or	\$68.46	7B	4G	8U
<u>Sewer & Water</u>	Robotic(group 5)				
<u>Power Equipment</u>	Generator				
<u>Operators- Underground</u>	Operator(group 4)	\$69.70	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Grade				
<u>Operators- Underground</u>	Checker(group 6)	\$65.24	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Grade Setter /				
<u>Operators- Underground</u>	Layout From	\$69.70	7B	4G	8U
<u>Sewer & Water</u>	Plans(group 4)				
<u>Power Equipment</u>	Grade-all(group 4)	\$69.70	7B	4G	8U
<u>Operators- Underground</u>					
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Guardrail Machines,				
<u>Operators- Underground</u>	I.e. Punch, Auger,	\$69.70	7B	4G	8U
<u>Sewer & Water</u>	Etc.(group 4)				
<u>Power Equipment</u>	Guardrail Punch				
<u>Operators- Underground</u>	Oiler(group 6)	\$65.24	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Hammer Operator				
<u>Operators- Underground</u>	(pile Driver)(group 4)	\$69.70	7B	4G	8U
<u>Sewer & Water</u>					

<u>Power Equipment</u>	Heavy Duty				
<u>Operators- Underground</u>	Repairman	\$65.24	7B	4G	8U
<u>Sewer & Water</u>	Assistant(group 6)				
<u>Power Equipment</u>	Heavy Equipment				
<u>Operators- Underground</u>	Robotics Operator	\$74.18	7B	4G	8U
<u>Sewer & Water</u>	Or Mechanic(group 2)				
<u>Power Equipment</u>	Helicopter				
<u>Operators- Underground</u>	Hoist(group 5)	\$68.46	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Helicopter				
<u>Operators- Underground</u>	Radioman (ground)	\$65.24	7B	4G	8U
<u>Sewer & Water</u>	(group 6)				
<u>Power Equipment</u>	Helicopter When				
<u>Operators- Underground</u>	Used In Erecting	\$76.09	7B	4G	8U
<u>Sewer & Water</u>	Workcrane(group 1)				
<u>Power Equipment</u>	Hoist Operator,				
<u>Operators- Underground</u>	Single Drum(group	\$68.46	7B	4G	8U
<u>Sewer & Water</u>	5)				
<u>Power Equipment</u>	Hoist, 2 Drums Or				
<u>Operators- Underground</u>	More(group 4)	\$69.70	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Hoist, Stiff Leg, Guy				
<u>Operators- Underground</u>	Derrick Or Similar	\$69.70	7B	4G	8U
<u>Sewer & Water</u>	Type, 50 Ton And				
	Over(group 4)				
<u>Power Equipment</u>	Hydraulic Backhoe	\$68.46	7B	4G	8U
<u>Operators- Underground</u>	Track Type Up To				

<u>Sewer & Water</u>	And Including 20,000 Lbs(group 5)				
<u>Power Equipment</u>	Hydraulic Backhoe				
<u>Operators- Underground</u>	Wheel Type (any	\$68.46	7B	4G	8U
<u>Sewer & Water</u>	Make)(group 5)				
<u>Power Equipment</u>	Hydraulic Pipe				
<u>Operators- Underground</u>	Press(group 6)	\$65.24	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Hydro Axe (loader				
<u>Operators- Underground</u>	Mounted Or Similar	\$69.70	7B	4G	8U
<u>Sewer & Water</u>	Type)(group 4)				
<u>Power Equipment</u>	Hydrographic				
<u>Operators- Underground</u>	Seeder Machine	\$65.24	7B	4G	8U
<u>Sewer & Water</u>	Straw, Pulp Or Seed(group 6)				
<u>Power Equipment</u>	Hydrostatic Pump				
<u>Operators- Underground</u>	Operator(group 6)	\$65.24	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Internal Full Slab				
<u>Operators- Underground</u>	Vibrator	\$68.46	7B	4G	8U
<u>Sewer & Water</u>	Operator(group 5)				
<u>Power Equipment</u>	Jack Operator,				
<u>Operators- Underground</u>	Elevating Barges,				
<u>Sewer & Water</u>	Barge Operator,	\$69.70	7B	4G	8U
	Self-unloading (asst				
	To Engineer				
	Required)(group 4)				

<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Laser Screed(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Lattice Boom Crane 400 Ton And Over(group 1)	\$80.41	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Lime Spreader, Construction Job Site(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Loaders Operator, Front End & Overhead, 25,000 Lbs And Less Than 60,000 Lbs(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Loaders, 120,000 Lbs And Above(group 2)	\$74.18	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Loaders, 60,000 Lbs And Less Than 120,000 Lbs(group 3)	\$73.03	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Loaders, Rubber- tire Type, Less Than 25,000 Lbs(group 5)	\$68.46	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u>	Log Skidders(group 4)	\$69.70	7B	4G	8U

Sewer & Water

<u>Power Equipment</u>	Master				
<u>Operators- Underground</u>	Environmental	\$74.18	7B	4G	8U
<u>Sewer & Water</u>	Maintenance				
	Mechanic(group 2)				
<u>Power Equipment</u>	Material				
<u>Operators- Underground</u>	Handler(group 6)	\$65.24	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Mechanic, Heavy				
<u>Operators- Underground</u>	Duty(group 4)	\$69.70	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Mixer Box (c.t.b., Dry				
<u>Operators- Underground</u>	Batch, Etc.)(group 6)	\$65.24	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Oiler(group 6)	\$65.24	7B	4G	8U
<u>Operators- Underground</u>					
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Parts Man (tool				
<u>Operators- Underground</u>	Room)(group 6)	\$65.24	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Pavement Grinder				
<u>Operators- Underground</u>	And Or Grooving	\$68.46	7B	4G	8U
<u>Sewer & Water</u>	Machine (riding				
	Type)(group 5)				
<u>Power Equipment</u>	Pile Driver Operator				
<u>Operators- Underground</u>	(not Crane Type)	\$69.70	7B	4G	8U
<u>Sewer & Water</u>	(asst To Engineer				
	Required)(group 4)				

<u>Power Equipment</u>	Pipe Bending,				
<u>Operators- Underground</u>	Cleaning, Doping	\$69.70	7B	4G	8U
<u>Sewer & Water</u>	And Wrapping Machines(group 4)				
<u>Power Equipment</u>	Pipe, Cast In Place				
<u>Operators- Underground</u>	Pipe Laying	\$68.46	7B	4G	8U
<u>Sewer & Water</u>	Machine(group 5)				
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Plant Oiler(group 6)	\$65.24	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Pump (any Power)	\$65.24	7B	4G	8U
<u>Sewer & Water</u>	(group 6)				
<u>Power Equipment</u>	Pump Operator,				
<u>Operators- Underground</u>	More Than 5 Pumps	\$68.46	7B	4G	8U
<u>Sewer & Water</u>	(any Size)(group 5)				
<u>Power Equipment</u>	Rail, Ballast				
<u>Operators- Underground</u>	Compactor,	\$68.46	7B	4G	8U
<u>Sewer & Water</u>	Regulator Or Tamper Machines(group 5)				
<u>Power Equipment</u>	Rail, Ballast Tamper				
<u>Operators- Underground</u>	Multi-	\$69.70	7B	4G	8U
<u>Sewer & Water</u>	purpose(group 4)				
<u>Power Equipment</u>	Rail, Brakeman,				
<u>Operators- Underground</u>	Switchman,	\$65.24	7B	4G	8U
<u>Sewer & Water</u>	Motorman(group 6)				

<u>Power Equipment</u>	Rail, Car				
<u>Operators- Underground</u>	Mover(group 5)	\$68.46	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Rail, Clip				
<u>Operators- Underground</u>	Applicator(group 5)	\$68.46	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Rail, High Rail Self				
<u>Operators- Underground</u>	Loader Truck(group 5)	\$68.46	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Rail, Lo-railer(group 5)				
<u>Operators- Underground</u>		\$68.46	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Rail, Locomotive, 40				
<u>Operators- Underground</u>	Ton And Over (asst	\$68.46	7B	4G	8U
<u>Sewer & Water</u>	To Engineer Required)(group 5)				
<u>Power Equipment</u>	Rail, Shuttle Car				
<u>Operators- Underground</u>	Operator(group 5)	\$68.46	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Rail,				
<u>Operators- Underground</u>	Speedswing(group 5)	\$68.46	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Rail,				
<u>Operators- Underground</u>	Switchman(group 6)	\$65.24	7B	4G	8U
<u>Sewer & Water</u>					

<u>Power Equipment</u>	Rail, Tamping				
<u>Operators- Underground</u>	Machine,	\$65.24	7B	4G	8U
<u>Sewer & Water</u>	Mechanical, Self-propelled(group 6)				
<u>Power Equipment</u>	Rail, Track				
<u>Operators- Underground</u>	Liner(group 5)	\$68.46	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Remote Controlled				
<u>Operators- Underground</u>	Earth Moving	\$74.18	7B	4G	8U
<u>Sewer & Water</u>	Equipment(group 2)				
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Rigger(group 6)	\$65.24	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Roller Grading (not				
<u>Operators- Underground</u>	Asphalt)(group 6)	\$65.24	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Rubber-tired Dozers				
<u>Operators- Underground</u>	And Pushers(group	\$69.70	7B	4G	8U
<u>Sewer & Water</u>	4)				
<u>Power Equipment</u>	Scraper All				
<u>Operators- Underground</u>	Types(group 4)	\$69.70	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Service Oiler				
<u>Operators- Underground</u>	(greaser)(group 5)	\$68.46	7B	4G	8U
<u>Sewer & Water</u>					

<u>Power Equipment</u>	Shovel, Dragline,				
<u>Operators- Underground</u>	Clamshell, 5 Yards	\$74.18	7B	4G	8U
<u>Sewer & Water</u>	And Over(group 2)				
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Side-boom(group 4)	\$69.70	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Skip Loader, Drag	\$69.70	7B	4G	8U
<u>Sewer & Water</u>	Box(group 4)				
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Stump Grinder	\$69.70	7B	4G	8U
<u>Sewer & Water</u>	(loader Mounted Or Similar Type)(group 4)				
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Surface Heater And	\$69.70	7B	4G	8U
<u>Sewer & Water</u>	Planer(group 4)				
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Sweeper Self-	\$68.46	7B	4G	8U
<u>Sewer & Water</u>	propelled, Construction Job Site(group 5)				
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Tar Pot Fireman	\$65.24	7B	4G	8U
<u>Sewer & Water</u>	(power Agitated) Or Not(group 6)				
<u>Power Equipment</u>					
<u>Operators- Underground</u>	Tractor Rubber-	\$68.46	7B	4G	8U
<u>Sewer & Water</u>	tired, 50 Hp Flywheel & Under(group 5)				

<u>Power Equipment</u>	Tractor, Rubber-				
<u>Operators- Underground</u>	tired Over 50 Hp	\$69.70	7B	4G	8U
<u>Sewer & Water</u>	Flywheel(group 4)				
<u>Power Equipment</u>	Trenching Machine				
<u>Operators- Underground</u>	3 Ft Depth And				
<u>Sewer & Water</u>	Deeper (asst To The	\$69.70	7B	4G	8U
	Operator If				
	Required)(group 4)				
<u>Power Equipment</u>	Trenching Machine				
<u>Operators- Underground</u>	Operator, Maximum	\$68.46	7B	4G	8U
<u>Sewer & Water</u>	Digging Capacity 3				
	Ft Depth(group 5)				
<u>Power Equipment</u>	Truck Crane Oiler-				
<u>Operators- Underground</u>	driver(group 6)	\$65.24	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Truck, All Terrain Or				
<u>Operators- Underground</u>	Track Type(group 5)	\$68.46	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Truck, Barrel				
<u>Operators- Underground</u>	Type(group 5)	\$68.46	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Truck, Boom(group				
<u>Operators- Underground</u>	5)	\$68.46	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Truck, Off-road				
<u>Operators- Underground</u>	Trucks, Articulated	\$68.46	7B	4G	8U
<u>Sewer & Water</u>	And Non-articulated				
	Trucks(group 5)				

<u>Power Equipment</u>	Truck, Offroad				
<u>Operators- Underground</u>	Trucks, Articulated	\$68.46	7B	4G	8U
<u>Sewer & Water</u>	And Non-articulated Trucks(group 5)				
<u>Power Equipment</u>	Truck,				
<u>Operators- Underground</u>	Vacuum(group 5)	\$68.46	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Truck, Water(group				
<u>Operators- Underground</u>	5)	\$68.46	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Tub Grinder(group				
<u>Operators- Underground</u>	4)	\$69.70	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Tunnel Boring				
<u>Operators- Underground</u>	Machine	\$69.70	7B	4G	8U
<u>Sewer & Water</u>	Mechanic(group 4)				
<u>Power Equipment</u>	Tunnel Boring				
<u>Operators- Underground</u>	Machine(group 1)	\$76.09	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Tunnel Segment				
<u>Operators- Underground</u>	Plant(group 4)	\$69.70	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Tunnel Separation				
<u>Operators- Underground</u>	Plant(group 4)	\$69.70	7B	4G	8U
<u>Sewer & Water</u>					

<u>Power Equipment</u>	Tunnel Shaef				
<u>Operators- Underground</u>	Loader(group 4)	\$69.70	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Tunnel, Locomotive,				
<u>Operators- Underground</u>	Dinkey(group 5)	\$68.46	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Tunnel, Micro				
<u>Operators- Underground</u>	Boring Tunnel	\$76.09	7B	4G	8U
<u>Sewer & Water</u>	Machine(group 1)				
<u>Power Equipment</u>	Tunnel, Mucking				
<u>Operators- Underground</u>	Machine(group 4)	\$69.70	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Tunnel, Power				
<u>Operators- Underground</u>	Jumbo Setting Slip	\$68.46	7B	4G	8U
<u>Sewer & Water</u>	Forms, Etc.(group 5)				
<u>Power Equipment</u>	Tunnel, Shield				
<u>Operators- Underground</u>	Operator(group 4)	\$69.70	7B	4G	8U
<u>Sewer & Water</u>					
<u>Power Equipment</u>	Ultra High Pressure				
<u>Operators- Underground</u>	Water Jet Cutting	\$69.70	7B	4G	8U
<u>Sewer & Water</u>	Tool System				
	Operator(group 4)				
<u>Power Equipment</u>	Underwater				
<u>Operators- Underground</u>	Equipment, Remote	\$74.18	7B	4G	8U
<u>Sewer & Water</u>	Or Otherwise(group				
	2)				
<u>Power Equipment</u>	Vacuum Blasting	\$69.70	7B	4G	8U
<u>Operators- Underground</u>	Machine				

<u>Sewer & Water</u>	Operator(group 4)				
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Water Pulls, Water Wagon(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Welder's Assistant(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Welder; Heavy Duty, Certified Or Not(group 4)	\$69.70	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Welding Machine(group 6)	\$65.24	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Wheel Excavation Any Size (grade Oiler Required) (group 2)	\$74.18	7B	4G	8U
<u>Power Equipment</u> <u>Operators- Underground</u> <u>Sewer & Water</u>	Wire Mat Or Brooming Machine(group 6)	\$65.24	7B	4G	8U
<u>Power Line Clearance Tree</u> <u>Trimmers</u>	Journey Level In Charge	\$64.20	5A	4A	
<u>Power Line Clearance Tree</u> <u>Trimmers</u>	Spray Person	\$60.74	5A	4A	
<u>Power Line Clearance Tree</u> <u>Trimmers</u>	Tree Equipment Operator	\$64.20	5A	4A	

<u>Power Line Clearance Tree Trimmers</u>	Tree Trimmer	\$57.29	5A	4A	
<u>Power Line Clearance Tree Trimmers</u>	Groundperson	\$43.05	5A	4A	
<u>Refrigeration & Air Conditioning Mechanics</u>	Journey Level	\$95.46	5A	1G	
Residential Brick Mason	Journey Level	\$23.02		1	
Residential Carpenters	Journey Level	\$26.70		1	
Residential Cement Masons	Journey Level	\$16.66		1	
Residential Drywall Applicators	Journey Level	\$36.07		1	
Residential Drywall Tapers	Journey Level	\$16.66		1	
Residential Electricians	Journey Level	\$30.53		1	
Residential Glaziers	Journey Level	\$42.76		1	
Residential Insulation Applicators	Journey Level	\$28.53		1	
Residential Laborers	Journey Level	\$46.95	6Z	1M	8T
Residential Marble Setters	Journey Level	\$23.02		1	
Residential Painters	Journey Level	\$51.86	7E	11L	
Residential Plumbers & Pipefitters	Journey Level	\$51.05		1	

Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$102.92	7F	1E
Residential Sheet Metal Workers	Journey Level	\$102.92	7F	1E
Residential Soft Floor Layers	Journey Level	\$61.44	7E	11Q
Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$41.11		1
Residential Stone Masons	Journey Level	\$23.02		1
Residential Terrazzo Workers	Journey Level	\$16.66		1
Residential Terrazzo/Tile Finishers	Journey Level	\$36.64		1
Residential Tile Setters	Journey Level	\$16.66		1
<u>Roofers</u>	Journey Level	\$67.45	5A	3H
<u>Roofers</u>	Using Irritable Bituminous Materials	\$70.45	5A	3H
<u>Sheet Metal Workers</u>	Journey Level (Field or Shop)	\$102.92	7F	1E
Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$85.39	5N	1F

Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$85.39	5N	1F	
<u>Sign Makers & Installers (Electrical)</u>	Journey Level	\$16.88		1	
<u>Sign Makers & Installers (Non-Electrical)</u>	Journey Level	\$16.66		1	
<u>Soft Floor Layers</u>	Journey Level	\$63.29	15J	4C	
<u>Solar Controls For Windows</u>	Journey Level	\$16.66		1	
<u>Sprinkler Fitters (Fire Protection)</u>	Journey Level	\$75.89	7J	1R	
<u>Stage Rigging Mechanics (Non Structural)</u>	Journey Level	\$16.66		1	
<u>Stone Masons</u>	Journey Level	\$74.09	5A	1B	
<u>Street And Parking Lot Sweeper Workers</u>	Journey Level	\$16.66		1	
<u>Surveyors</u>	Chain Person	\$65.24	7B	1B	9H
<u>Surveyors</u>	Instrument Person	\$68.46	7B	1B	9H
<u>Surveyors</u>	Party Chief	\$74.18	7B	1B	9H
<u>Telecommunication Technicians</u>	Journey Level	\$79.16	5A	1B	
<u>Telephone Line Construction - Outside</u>	Cable Splicer	\$41.35	5A	2B	

<u>Telephone Line Construction - Outside</u>	Hole Digger/Ground Person	\$27.31	5A	2B
<u>Telephone Line Construction - Outside</u>	Telephone Equipment Operator (Light)	\$34.53	5A	2B
<u>Telephone Line Construction - Outside</u>	Telephone Lineperson	\$39.07	5A	2B
<u>Terrazzo Workers</u>	Journey Level	\$64.27	5A	1B
<u>Tile Setters</u>	Journey Level	\$64.27	5A	1B
<u>Tile, Marble & Terrazzo Finishers</u>	Finishers	\$47.95	5A	1B
<u>Traffic Control Stripers</u>	Journey Level	\$88.42	15N	1K
<u>Truck Drivers</u>	Asphalt Mix Over 10 Yards	\$49.39	5A	1B
<u>Truck Drivers</u>	Asphalt Mix To 10 Yards	\$49.24	5A	1B
<u>Truck Drivers</u>	Dump Truck	\$49.24	5A	1B
<u>Truck Drivers</u>	Dump Truck And Trailer	\$49.39	5A	1B
<u>Truck Drivers</u>	Other Trucks	\$49.39	5A	1B
<u>Truck Drivers - Ready Mix</u>	Transit Mix 5 cubic yards and under	\$49.24	5A	1B

<u>Truck Drivers - Ready Mix</u>	Transit Mix over 11 cubic yards up to 15 cubic yards	\$49.85	5A	1B	,
<u>Truck Drivers - Ready Mix</u>	Transit Mix over 5 cubic yards up to 7 cubic yards	\$49.39	5A	1B	,
<u>Truck Drivers - Ready Mix</u>	Transit Mix Over 7 cubic yards up to 11 cubic yards	\$49.54	5A	1B	,
<u>Well Drillers & Irrigation Pump Installers</u>	Irrigation Pump Installer	\$16.66		1	,
<u>Well Drillers & Irrigation Pump Installers</u>	Oiler	\$16.66		1	,
<u>Well Drillers & Irrigation Pump Installers</u>	Well Driller	\$17.97		1	,

Overtime Codes

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

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

Overtime Codes Continued

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

Overtime Codes Continued

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
- F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
- M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
- R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
- H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
- J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.

Overtime Codes Continued

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

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

EXCEPTION:

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

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

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

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

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

Overtime Codes Continued

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

Overtime Codes Continued

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

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

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

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

Overtime Codes Continued

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

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

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

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

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

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

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

Overtime Codes Continued

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

Overtime Codes Continued

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

Overtime Codes Continued

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

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

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

Holiday Codes

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

Holiday Codes Continued

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

Holiday Codes Continued

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

Holiday Codes Continued

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

Holiday Codes Continued

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

Holiday Codes Continued

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

Holiday Codes Continued

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

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

Note Codes

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

Note Codes Continued

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

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

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

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

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

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

Note Codes Continued

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

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

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

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

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

Note Codes Continued

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

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

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

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

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

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

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

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 Special 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.]

"General Decision Number: WA20250001 03/21/2025
 Superseded General Decision Number: WA20240001
 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 \$17.75 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 2025.
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 \$13.30 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 2025.

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	01/03/2025
1	02/07/2025
2	03/21/2025

CARP0003-006 06/01/2021

SOUTHWEST WASHINGTON: CLARK, COWLITZ, KLUCKITAT, 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 WAHAKIAKUM 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

 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
PILEDRIIVER, 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 PILEDRIIVERS

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 06/01/2024

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.....	\$ 41.86	16.56
GROUP 2.....	\$ 47.42	18.96
GROUP 3.....	\$ 47.41	16.61
GROUP 4.....	\$ 45.86	16.56
GROUP 5.....	\$ 105.46	16.56
GROUP 6.....	\$ 51.73	16.56
GROUP 7.....	\$ 52.73	16.56
GROUP 8.....	\$ 48.41	16.56
GROUP 9.....	\$ 55.73	16.56

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/PILEDRIIVER: 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
PILEDRIIVER, 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 PILEDRIIVERS

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 08/05/2024

CALLAM, JEFFERSON, KING AND KITSAP COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 80.94	31.06
ELECTRICIAN.....	\$ 73.58	30.84

* ELEC0048-003 01/01/2025

CLARK, KLICKITAT AND SKAMANIA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 63.50	29.73

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 Delorme Street Atlas USA 2006 plus.

 ELEC0048-029 01/01/2025

COWLITZ AND WAHKIAKUM COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 44.22	21.50
ELECTRICIAN.....	\$ 63.50	29.73

 ELEC0073-001 07/01/2024

ADAMS, FERRY, LINCOLN, PEND OREILLE, SPOKANE, STEVENS, WHITMAN COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 34.10	16.68
ELECTRICIAN.....	\$ 47.55	18.03

*** ELEC0076-002 02/01/2025**

GRAYS HARBOR, LEWIS, MASON, PACIFIC, PIERCE, AND THURSTON COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 69.19	26.63
ELECTRICIAN.....	\$ 62.90	26.26

 ELEC0112-005 06/01/2024

ASOTIN, BENTON, COLUMBIA, FRANKLIN, GARFIELD, KITTITAS, WALLA WALLA, YAKIMA COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 60.90	26.01
ELECTRICIAN.....	\$ 58.00	25.92

 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 06/01/2024

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.....	\$ 59.54	26.57
Group 1AA.....	\$ 60.40	26.57
Group 1AAA.....	\$ 61.27	26.57
Group 1.....	\$ 58.67	26.57
Group 2.....	\$ 57.92	26.57
Group 3.....	\$ 57.27	26.57
Group 4.....	\$ 53.62	26.57

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 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-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, Barber 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; Scrapers-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 machine-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
eligible 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 06/01/2024

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.....	\$ 35.91	22.45
GROUP 2.....	\$ 36.28	22.45
GROUP 3.....	\$ 36.99	22.45
GROUP 4.....	\$ 37.18	22.45
GROUP 5.....	\$ 37.37	22.45
GROUP 6.....	\$ 37.69	22.45
GROUP 7.....	\$ 38.01	22.45
GROUP 8.....	\$ 39.88	22.45

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, Saginaw 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 (Dumora, 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 Operator (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 dragline; 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 and Similar); Ultra High Pressure Waterjet 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 06/01/2024

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.....	\$ 59.46	26.07
GROUP 1AA.....	\$ 60.32	26.07
GROUP 1AAA.....	\$ 61.17	26.07
GROUP 1.....	\$ 58.60	26.07
GROUP 2.....	\$ 57.85	26.07
GROUP 3.....	\$ 57.21	26.07
GROUP 4.....	\$ 53.58	26.07

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 tons 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 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, Barber 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 eligible 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 06/01/2024

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.....	\$ 58.33	26.07
GROUP 1AA.....	\$ 59.19	26.07
GROUP 1AAA.....	\$ 60.02	26.07
GROUP 1.....	\$ 57.48	26.07
GROUP 2.....	\$ 56.75	26.07
GROUP 3.....	\$ 56.11	26.07
GROUP 4.....	\$ 52.53	26.07

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 tons 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 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 eligible 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, KLICKITAT, PACIFIC (SOUTH), SKAMANIA, AND WAHIAKUM COUNTIES

POWER EQUIPMENT 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 projects 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 Plant 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 steer (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 Feeder; 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

IRON0014-005 01/01/2024

ADAMS, ASOTIN, BENTON, COLUMBIA, DOUGLAS, FERRY, FRANKLIN,
GARFIELD, GRANT, LINCOLN, OKANOGAN, PEND ORIELLE, SPOKANE,
STEVENS, WALLA WALLA AND WHITMAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 38.91	32.27

IRON0029-002 01/02/2023

CLARK, COWLITZ, KLINKITAT, PACIFIC, SKAMANIA, AND WAHKAUKUM
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 42.27	32.57

IRON0086-002 01/01/2024

YAKIMA, KITTITAS AND CHELAN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 38.91	32.27

IRON0086-004 01/01/2024

CLALLAM, GRAYS HARBOR, ISLAND, JEFFERSON, KING, KITSAP, LEWIS,
MASON, PIERCE, SKAGIT, SNOHOMISH, THURSTON, AND WHATCOM COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 53.45	34.02

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

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 squeezecrete 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 Buckler 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; Asphalt 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); Guniting (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 raises and shafts)

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, KLUCKITAT, PACIFIC (SOUTH OF A STRAIGHT LINE
MADE BY EXTENDING THE NORTH BOUNDARY LINE OF WAHIAKUM COUNTY
WEST TO THE PACIFIC OCEAN), SKAMANIA AND WAHIAKUM 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; Gunitite Nozzleman Tender; Gunitite 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; Gunitite Nozzleman; High Scalars, 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; Powdermen; 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, KLINKITAT, PACIFIC (SOUTH),
SKAMANIA, AND WAHIAKUM 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

* 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 01/01/2025**

CLARK, COWLITZ, KLINKITAT, PACIFIC, SKAMANIA, AND WAHIAKUM
COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 37.69	15.94
Spray and Sandblasting.....	\$ 37.69	15.94

All high work over 60 ft. = base rate + \$0.75

*** PAIN0055-006 01/01/2025**

CLARK, COWLITZ, KLINKITAT, SKAMANIA and WAHIAKUM COUNTIES

	Rates	Fringes
Painters:		
HIGHWAY & PARKING LOT		
STRIPER.....	\$ 37.69	15.94

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 06/01/2024

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.....	\$ 54.16	21.27
COMPOSITION, TROWEL MACHINE, GRINDER, POWER TOOLS, GUNNITE NOZZLE.....	\$ 54.66	21.27
TROWELING MACHINE OPERATOR ON COMPOSITION.....	\$ 54.66	21.27

PLAS0555-002 06/01/2023

CLARK, KICKITAT 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 06/01/2024

CLARK, COWLITZ, KLUCKITAT, PACIFIC (South of a straight line made by extending the north boundary line of Wahkiakum County west to the Pacific Ocean), SKAMANIA, AND WAHIAKUM COUNTIES

	Rates	Fringes
Truck drivers:		
ZONE 1		
GROUP 1.....	\$ 33.09	17.63
GROUP 2.....	\$ 33.24	17.63
GROUP 3.....	\$ 33.40	17.63
GROUP 4.....	\$ 33.72	17.63
GROUP 5.....	\$ 33.97	17.63
GROUP 6.....	\$ 34.18	17.63
GROUP 7.....	\$ 34.42	17.63

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 lift 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 trucks: 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 dumps, 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)

* TEAM0174-001 06/01/2024

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:.....	\$ 52.88	26.52
GROUP 2:.....	\$ 52.04	26.52
GROUP 3:.....	\$ 49.23	26.52
GROUP 4:.....	\$ 44.26	26.52
GROUP 5:.....	\$ 52.43	26.52

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 06/01/2024

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.....	\$ 36.83	20.93
GROUP 2.....	\$ 39.47	20.93
GROUP 3.....	\$ 39.58	20.93
GROUP 4.....	\$ 39.91	20.93
GROUP 5.....	\$ 40.02	20.93
GROUP 6.....	\$ 40.22	20.93
GROUP 7.....	\$ 40.56	20.93
GROUP 8.....	\$ 40.88	20.93
AREA 2:		
GROUP 1.....	\$ 33.83	20.93
GROUP 2.....	\$ 36.47	20.93
GROUP 3.....	\$ 36.58	20.93
GROUP 4.....	\$ 36.91	20.93
GROUP 5.....	\$ 37.02	20.93
GROUP 6.....	\$ 37.22	20.93
GROUP 7.....	\$ 37.56	20.93
GROUP 8.....	\$ 37.88	20.93

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 Hydraulic 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 operated 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 addition 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 in conjunction with a chemical splash 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

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 classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007

6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations.

Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION"

CONTRACT PLANS

TRAFFIC CONTROL PLANS

APPENDICES

Appendices (January 2, 2012)

The following appendices are attached and made a part of this contract:

- Appendix A - Topographic Survey – for reference only**
- Appendix B – Required Contract Provisions Federal Aid Construction Contracts (FHWA 1273)**
- Appendix C – Memorandum – Geotechnical Investigation – Boring logs and recommendations**
- Appendix D – HPA from Washington State Department of Fish and Wildlife**
- Appendix E – Nationwide Permit 23 from US Army Corps of Engineers**
- Appendix F – Critical Areas Report from Cowlitz County Department of Building and Planning**
- Appendix G – Construction Stormwater General Permit**

APPENDIX A

Topographic Survey – for reference only

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 procurement 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/WHDL/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 procurement 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 contractor). "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

Memorandum – Geotechnical Investigation – Boring logs and recommendations



Memorandum

Date: October 4, 2024
To: Tim DeBoer, P.E.
WSP USA, Inc.
From: William L. Nickels, Jr., P.E.
Subject: Geotechnical Investigation - Revised
Project: South Cloverdale Road Project
Project No.: 2201064



We have completed the requested geotechnical investigation for the above-referenced project. This memorandum includes a description of our work, a discussion of the site conditions, a summary of laboratory testing, and a discussion of engineering analyses. Recommendations for foundation design and construction are provided.

Cowlitz County is the project owner and WSP USA, Inc. (WSP) is providing civil and structural engineering services for the improvements and culvert replacements. Foundation Engineering, Inc. was retained by WSP to complete a geotechnical investigation for the project. Our work included field exploration, laboratory testing, and providing geotechnical recommendations for the new road alignment, culvert design and construction.

BACKGROUND

Cowlitz County (County) plans to improve South Cloverdale Road between milepost (MP) 0.13 and 0.86 and at the intersection of South Cloverdale Road and Confer Road. The proposed improvements include widening the road to accommodate a 4- to 6-foot-wide paved shoulder on both sides of the road, two eleven-foot-wide travel lanes, horizontal and vertical roadway alignment modifications to improve sight distance, and the replacement of two culverts.

The project is located in Cowlitz County, $\pm$ 3 miles southeast of Kalama, Washington. The project alignment begins at the intersection of South Cloverdale Road and Todd Road and ends just south of the intersection with South Cloverdale Road and Confer Road. The project alignment is shown on the Vicinity Map, Figure 1A (Appendix A).

LOCAL GEOLOGY

Geologic mapping by Evarts (2002) indicates the surficial geology along the project alignment is primarily composed of volcanic deposits including andesitic and basaltic lava flows and corresponding breccias, tuffs (volcanic sedimentary rocks), and interflow sedimentary rocks. Fluvial sediments deposited by the Columbia River and its tributaries locally overlie the volcanic rock. Weathering of the local geologic units resulted in soil that has developed on top of the bedrock (Evarts, 2002).

Our explorations, discussed in subsequent sections of this report, encountered materials that are consistent with the mapped local geology.

FIELD EXPLORATIONS

The subsurface exploration program consisted of eleven (11) geotechnical borings (BH-1 through BH-11) and seven (7) test pits (TP-1 through TP-7) to investigate geotechnical conditions at select locations. The approximate exploration locations are shown on the Site Plan (Figure 2A to 6A, Appendix A) and summarized below in Table 1 and 2.

The borings were drilled in the existing alignment of Cloverdale Road and Confer Road, extending up to ± 35 feet below the existing road surface. The location and depth of the borings are summarized in Table 1.

Table 1. Borehole Locations and Maximum Drilling Depths

Borehole	Purpose	Approximate Station	Maximum Drilling Depth (feet)
BH-1	Retaining Wall	12 + 50	± 10.0
BH-2	Retaining Wall	13 + 30	± 7.0
BH-3	Culvert "A"	17 + 70	± 21.0
BH-4	Culvert "A"	17 + 40	± 20.2
BH-5	Culvert "B"	34 + 00	± 35.0
BH-6	Culvert "B"	34 + 50	± 26.0
BH-7	Depth to Rock	44 + 50	± 10.1
BH-8	Depth to Rock	45 + 30	± 7.5
BH-9	Depth to Rock	100 + 25	± 6.0
BH-10	Depth to Rock	101 + 05	± 10.2
BH-11	Depth to Rock	101 + 60	± 10.1

Test pits were located on existing road cuts starting near the top of the existing cut and extending down to the approximate road elevation. The approximate locations and the maximum height and depth of the test pits from the road surface are summarized in Table 2. Test pit numbers increase with stationing.

Table 2. Test Pit Locations and Height from the Existing Road Surface

Test Pit	Approximate Station	Approximate Road Elevation (feet)	Maximum Height Above the Road (feet)
TP-1	23 + 00	± 180	± 5.5
TP-2	31 + 00	± 155	± 5.3
TP-3	32 + 25	± 149	± 5.0
TP-4	36 + 00	± 158	± 5.8
TP-5	43 + 50	± 159	± 3.5
TP-6	45 + 50	± 149	± 3.3
TP-7	103 + 25	± 172	± 6.0

The borings were completed between September 21 to 23, 2020, using a CME-75 truck-mounted drill rig operated by Western States Soil Conservation, Inc. (Western States) of Hubbard, Oregon. The borings were advanced using mud-rotary drilling and HQ3 wireline coring techniques. The test pits were excavated on the existing cut slopes on September 24, 2020, using a tracked Komatsu Yanmar PC40 excavator, also operated by Western States. Bulk samples were collected directly from the test pits.

In the borings, disturbed soil and rock samples were obtained using a 2-inch diameter, split-spoon sampler typically at ±2.5-foot intervals. 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). The number of blows required to drive the sampler the final 12 inches of an 18-inch drive represents the standard penetration resistance or N-value in blows per foot (bpf). The N-values are shown on the logs.

Triple-barrel, HQ-sized wire-line rock coring was completed in several borings. The core run lengths, percent recovery, and RQD values are summarized on the logs. Figure 1B (Appendix B) provides photographs of the retained rock core. Upon completion of the drilling, the boreholes were backfilled with bentonite chips. The backfill was capped with gravel and asphaltic concrete (AC) cold patch to match the surrounding surface conditions.

All explorations were continuously logged in the field by a Foundation Engineering representative. Samples were collected, sealed to avoid moisture loss, and transported to our office for further examination and laboratory testing of selected samples. The test pit and boring logs, presented in Appendix B, were prepared based on a review of the field logs, an examination of the soil and rock samples in our office, and the laboratory test results.

LABORATORY TESTING

Moisture content testing was performed on selected soil samples in general accordance with the Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass (ASTM D2216). The moisture contents are reported on the boring logs in Appendix B.

One Atterberg limits test was performed on a selected soil sample from BH-6 in general accordance with the Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils (ASTM D4318). Results of the Atterberg Limits test are shown in Figure 1C (Appendix C).

Percent fines tests were performed on selected soil samples in general accordance with the Standard Test Methods for Determining the Amount of Material Finer than 75-um (No. 200) Sieve in Soils by Washing (ASTM D1140). Results of the analyses are shown in Figure 1C (Appendix C).

Unconfined compressive strength (UCS) testing was performed on selected intact rock core samples in general accordance with the Standard Test Methods for Compressive Strength and Elastic Moduli of Intact Rock Core Specimens under Varying States of Stress and Temperatures (ASTM D7012). Results of the UCS testing are shown in Figure 2C (Appendix C). Measured rock strengths varied between weak (R2) and strong (R4) with one test indicating a strength of very strong (R5).

SUBSURFACE CONDITIONS

A general discussion of subsurface conditions is presented below. More detailed descriptions of subsurface conditions encountered in each test pit and exploration boring are summarized on the appended logs. All elevations are based on the topographic maps included in the preliminary 30 percent drawings provided by Cowlitz County dated November 2019.

Test Pits

Materials encountered in the test pit excavations generally included topsoil, alluvium, and extremely weak (R0) to medium strong (R3) basaltic andesite and tuff. The alluvium generally consisted of silt with varying amounts of sand and gravel, and scattered organics. The topsoil typically consisted of silt with various amounts of sand and gravel.

Test Pit 1. TP-1 encountered extremely weak (R0) to weak (R2) basaltic andesite grading to very weak (R1) to medium strong (R3) basaltic andesite. The excavator encountered practical refusal on bedrock ± 3 feet above the road surface.

Test Pit 2 and 3. TP-2 and TP-3 were excavated within the same section of cut slope. The test pits encountered topsoil followed by decomposed, extremely weak (R0) to weak (R2) basaltic andesite. Both test pits met practical refusal on weak (R2) to medium strong (R3) basaltic andesite ± 12 inches above the road surface.

Test Pit 4. TP-4 encountered topsoil overlying extremely weak (R0) tuff. Below the tuff, very weak (R1) to weak (R2) basaltic andesite was encountered. The excavator met practical digging refusal on medium strong (R3) basaltic andesite ± 12 inches above the road surface.

Test Pit 5 and 6. TP-5 and TP-6 encountered topsoil and residual soil, respectively, followed by weak (R2) basaltic andesite. Refusal was encountered on medium strong (R3) to strong (R4) basaltic andesite between ± 3 to 6 inches above the road surface.

Test Pit 7. TP-7 encountered a thin layer of residual soil consisting of sandy silt with some gravel (ML) followed by weak (R2) basaltic andesite. The excavator met practical digging refusal on weak (R2) to medium strong (R3) basaltic andesite ± 3 feet above the road surface.

Borings

The borings were advanced into the underlying rock by drilling and sampling, or coring. In borings where drilling and SPT sampling was completed, the rock strength was difficult to quantify due to disturbance during drilling and sampling. We have estimated strength, weathering and other rock characteristics based on the recovered samples.

Bore Hole 1 and 2. BH-1 and BH-2 were advanced through the fire station parking lot. The pavement section encountered in both borings consisted of ± 4 inches of asphaltic concrete (AC) over ± 12 inches of base rock.

In BH-1, very stiff gravelly silt (residual soil) extends below the pavement section to ± 5 feet, followed by strong (R4) basaltic andesite to ± 10 feet, the limits of the exploration.

In BH-2, ± 8 inches of gravelly silt (residual soil) extends below the pavement section followed by strong (R4) basaltic andesite to ± 7 feet, the limits of the exploration.

Bore Hole 3 and 4. BH-3 and BH-4 were drilled through South Cloverdale Road surface to investigate the subsurface conditions for the proposed (Creek "A") culvert. The borings encountered a pavement section consisting of ± 10 inches of asphaltic concrete over ± 12 inches of base rock (BH-3) and ± 4 inches of asphaltic concrete over ± 10 inches of base rock (BH-4).

In BH-3, medium stiff to very stiff, silt with some sand and gravel (alluvium) extends to ± 12 feet followed by highly to moderately weathered, extremely weak (R0) to medium strong (R3) basaltic andesite to ± 16 feet. The weathered rock was followed by fresh, strong (R4) basaltic andesite to ± 21 feet, the limits of the exploration.

BH-4 encountered stiff to hard silt (alluvium) to ± 9.5 feet followed by residual soil consisting of stiff to very stiff silty clay with some sand and gravel to ± 13.5 feet. Underlying the residual soil was decomposed to moderately weathered, very weak (R1) to medium strong (R3) basaltic andesite to ± 20.2 feet, the limits of the exploration.

Bore Hole 5 and 6. BH-5 and BH-6 were drilled through the existing South Cloverdale Road surface ± 70 feet east of the proposed alignment to investigate the foundation conditions for the proposed (Creek "B") culvert. The borings encountered a pavement section consisting of ± 4 inches of asphaltic concrete over ± 12 inches of base rock. Fill consisting of stiff to very stiff gravelly silty clay with some sand extended below the pavement section to ± 7 feet in BH-5. Fill consisting of very loose to loose clayey gravel with some sand to very loose to medium dense clayey sand extended below the pavement section to ± 11.5 feet in BH-6.

In BH-5, the fill was underlain by loose to medium dense clayey sand with some gravel (alluvium) to ± 12 feet. Residual soil was observed below the alluvium to ± 18 feet and consisted of medium dense to very dense silty gravel with some sand. Slightly to moderately weathered, weak to medium strong (R2 to R3) basaltic andesite was encountered below the residual soil to ± 30 feet. Slightly weathered to fresh, medium strong to strong (R3 to R4) basaltic andesite was encountered to ± 35 feet, the limits of exploration.

In BH-6, the fill is underlain by very soft to stiff sandy silt with some clay and gravel (alluvium) to ± 17.5 feet. Very dense silty gravel with some sand (residual soil) extends below the alluvium to ± 22 feet. Slightly weathered to fresh, strong (R4) flow breccia was encountered below the alluvium to ± 26 feet, the limit of the exploration.

Bore Hole 7 and 8. BH-7 was drilled north of the intersection of South Cloverdale Road and Confer Road and BH-8 was drilled south of the intersection. BH-7 encountered a pavement section consisting of ± 8 inches of asphaltic concrete over ± 10 inches of base rock. The pavement section at BH-8 included ± 4 inches of asphaltic concrete over ± 12 inches of base rock.

BH-7 encountered soft to medium stiff sandy silt with some gravel (residual soil) to ± 4.5 feet over extremely weak to weak (R0 to R2) basaltic andesite that was decomposed to the consistency of very dense silty gravel with some sand. The decomposed to moderately weathered basaltic andesite grades to very weak to weak (R1 to R2) below ± 7.5 feet and extended to ± 10 feet followed by strong (R3) basaltic andesite to ± 10.1 feet, the limits of the exploration.

Below the pavement section, BH-8 encountered basaltic andesite that grades from decomposed to moderately weathered and was extremely weak to weak (R0 to R2) to ± 2.5 feet and transitioned to fresh and weak to strong (R2 to R4) to ± 7.5 feet, the limits of the exploration.

Bore Hole 9. BH-9 was drilled through the Confer Road surface just east of the intersection with South Cloverdale Road. The boring encountered a pavement section of ± 4 inches of asphaltic concrete over ± 12 inches of base rock. Basaltic andesite extended below the pavement section to ± 6.0 feet, the limits of the exploration. The basaltic andesite was decomposed to moderately weathered and extremely weak to weak (R0 to R2) to ± 2.5 feet and transitioned to fresh and medium strong to very strong (R3 to R5) to ± 6 feet, the limits of the exploration.

Bore Hole 10 and 11. BH-10 and BH-11 were drilled through the Confer Road surface consisting of ± 4 inches of asphaltic concrete over ± 12 inches of base rock. Both borings encountered basaltic andesite that was decomposed to moderately weathered and appeared to be extremely weak to weak (R0 to R2). However, the rock strength was difficult to quantify due to disturbance during drilling and sampling. Below a depth of ± 9 feet in both borings, the rock is slightly weathered to fresh and appears to be medium strong to strong (R3 to R4). The medium strong to strong basaltic andesite extends to a maximum depth of ± 10.2 feet, the limits of the explorations.

Groundwater

Groundwater was not observed in any of the test pit explorations completed at the end of the summer season. Mud rotary drilling precluded an accurate determination of the groundwater levels within the borings. Surface water was observed in Creek "B", but no surface water was observed in Creek "A".

We anticipate that groundwater levels will approximately match the level of local water bodies. Groundwater levels along the alignment should be expected to vary seasonally and with changes in topography and precipitation. Perched groundwater conditions are expected to result in groundwater near the ground surface during the winter months and during periods of high precipitation. Groundwater levels are typically highest during the rainy season from late fall to late spring and lowest in the summer to early fall.

HYDRAULICS/SCOUR

Hydraulic and hydrologic analyses were completed by Environmental Science Associates (ESA) for both culvert locations. The analyses indicate a maximum scour depth of 2 to 3 feet for the Schoolhouse Creek Tributary (Creek "A") and 1 to 2 feet for Bybee Creek (Creek "B"). The base of the culvert foundations should be located below the maximum estimated scour depth.

SEISMIC ANALYSIS AND HAZARD EVALUATION

Bedrock Acceleration and Site Response

We understand the proposed culverts will have span lengths of 26 feet and 32 feet. WSDOT recommends that all buried structures with a span length greater than 20 feet be designed for seismic effects in accordance with AASHTO procedures.

The recommended seismic design maps, included in the AASHTO LRFD Bridge Design Specifications (2017), are based on United States Geological Survey (USGS) National Seismic Hazard Maps (2014). The maps provide peak ground acceleration (PGA), short-period spectral acceleration (S_s), and long-period spectral acceleration (S_1) values. The spectral acceleration coefficients on rock are summarized in Figure 7A (Appendix A) for the 1,000-year return event.

Following the WSDOT Bridge Design Manual (2020) procedure, the bedrock values were scaled to the ground surface using F_{pga} , F_a , and F_v values appropriate for the Site Class. The Site Class accounts for the average soil and rock conditions within 100 feet of the ground surface. Based on the observed subsurface conditions, Site Class B is appropriate for this site. The selected F_{pga} , F_a , and F_v values and response spectra are also shown in Figure 7A (Appendix A).

Liquefaction and Lateral Spread Assessment

Liquefiable soils typically consist of saturated, loose sand and non-plastic or low plasticity silt. The materials encountered in the explorations consisted predominately of low to medium plasticity silt and clay, sand, gravel, and weathered to fresh basaltic andesite. These materials are not generally considered susceptible to liquefaction. Therefore, risk of seismically induced liquefaction or lateral spread is negligible.

GEOTECHNICAL ANALYSIS AND DESIGN

The South Cloverdale Road Project will widen the roadway and reduce horizontal and vertical curves to improve safety and sight distances. The proposed improvements include the following:

- Excavation of new cut slopes
- Vertical realignment of the Creek "B" crossing and the Cloverdale and Confer Intersection that will require rock excavation
- Widening of the existing embankments
- Construction of a new ± 3 to 5-foot high, gravity block retaining wall
- Installation of bottomless concrete box culvert at Creek "A"
- Installation of bottomless concrete box or steel arch culvert at Creek "B"

Cut Slopes

Cut slopes will be required for the road widening and realignment. During the site reconnaissance, we observed the existing cut slopes were typically 1½:1 (H:V) or shallower and appeared to be performing well. Existing cuts of up to 1:1 (H:V) were observed in areas underlain by weathered rock. Unless otherwise noted, we recommend using cut slopes of 1½:1 (H:V) or flatter. In areas where the existing cut slopes are 1:1 (H:V) or steeper, 1:1 or ¾:1 (H:V) slopes could be evaluated on a case by case basis. However, in most cases, a broken slope with a 1½:1 (H:V) slope in the overburden soil and a 1:1 or ¾:1 (H:V) slope in the weathered rock would be required. We anticipate the additional construction complexity of the steeper slopes is not worth the small excavation volume reduction. We can provide slope-specific recommendations if steeper slopes are required.

± Sta. 23+00. The existing slope is approximately 1:1 (H:V) and appears to be performing well. The proposed cut slope in this section was investigated by TP-1, which encountered weathered rock over fresh basaltic andesite.

± Sta. 26+50 to 33+50. The existing cut slopes in this section vary from ± 1:1 (H:V) to 5:1 (H:V) and appear to be performing well. The cuts increase in height after ± Sta. 31+50 to over 10 feet. The proposed cut slopes in this section were investigated by TP-2 and TP-3, which encountered weathered rock over fresh to moderately weathered basaltic andesite.

± Sta. 35+75 to 37+00. The existing cut slopes in this section vary between 1¼:1 (H:V) and ¾:1 (H:V) and appear to be performing well. The proposed cut slope in this section was investigated by TP-4, which encountered decomposed tuff overlying moderately weathered basaltic andesite. Excavation refusal was encountered on fresh to slightly weathered, medium strong (R3) basaltic andesite.

± Sta. 45+25. The existing slope is approximately 5:1 (H:V) but will need to be steepened due to the lowering of South Cloverdale Road. The proposed cut slope in this section was investigated by TP-6, which encountered weathered rock over fresh basaltic andesite.

± Sta. 103+25. The existing slope is approximately 1:1 (H:V) and appears to be performing well. The proposed cut slope in this section was investigated by TP-7, which encountered weathered rock over fresh basaltic andesite.

Excavation

Excavation for the roadway widening and realignment is expected to encounter rock as observed in the existing slopes and test pits. Significant rock excavation is expected at the two locations discussed below. Typically, in the existing cut slopes and test pits, several feet of extremely weak (R0) to weak (R2) weathered rock was observed and then graded to medium strong (R3) to strong (R4) fresh rock. The contractor should be prepared for excavation of these materials. It is the contractor's responsibility to determine the appropriate method for rock excavation. However, we anticipate that blasting will not be required.

Bybee Creek (Creek "B"). The realignment at Bybee Creek (Creek "B") will require significant excavation from $\pm$ Sta. 35 + 50 to 38 + 50. TP-4 encountered medium strong (R3) bedrock at $\pm$ El. 159, and rock outcrops were observed along the existing cut slopes at approximately the same elevation. Weathered, extremely weak (R0) to weak (R2) rock grading to weak (R2) to strong (R4) bedrock should be expected within $\pm$ 3 feet of the existing South Cloverdale Road surface.

Cloverdale and Confer. The intersection of South Cloverdale Road and Confer Road will be lowered to increase sight distances and safety. The depth to bedrock was explored with borings BH-7 to BH-11. Weathered extremely weak (R0) to weak (R2) rock was encountered in all borings, and fresh, weak (R2) to very strong (R5) bedrock was encountered in BH-8, BH-9 and BH-11. The depth and elevation rock that was encountered is summarized in Table 3.

Table 3. Cloverdale and Confer Explorations Depth to Rock

Exploration	Approximate Road Elevation (feet)	Depth (Elevation) to Weathered/Decomposed (R0 to R2) Rock (feet)	Depth (Elevation) to Fresh (R2 to R5) Rock (feet)
BH-7	$\pm$ 157	$\pm$ 4.5 (152.5)	$\pm$ 10.0 (147.0)
BH-8	$\pm$ 151	$\pm$ 1.3 (149.7)	$\pm$ 2.5 (148.5)
BH-9	$\pm$ 158	$\pm$ 1.3 (156.7)	$\pm$ 2.5 (155.5)
BH-10	$\pm$ 166	$\pm$ 1.3 (164.7)	$\pm$ 9.0 (157.0)
BH-11	$\pm$ 172	$\pm$ 1.3 (170.7)	$\pm$ 9.0 (163.0)

UCS testing on a specimen from BH-9 at a depth of $\pm$ 5.5 feet ($\pm$ El. 152.5) resulted in an unconfined strength of 31,156 psi, which corresponds to very strong (R5) rock. We anticipate typical strengths up to strong rock (R4); however, the contractor should be aware that very strong (R5) rock may be present.

Embankments

Substantial embankment construction is planned for the road realignment across Bybee Creek (Creek B) between $\pm$ Sta. 32+00 and Sta. 37+00. During our site reconnaissance of this area, we observed bedrock at the surface in and around the creek channel. Overburden soils and weathered rock were observed overlying the bedrock in the valley slopes. We anticipate these conditions are suitable for the proposed embankment construction. Embankment slopes of 1½:1 (H:V) should be constructed with granular materials such as structural fill or Quarry Spalls.

For the proposed embankment construction along the rest of the alignment, 2:1 (H:V) embankment slopes may be constructed with the material available from the proposed excavations. Embankment slopes up to 1½:1 (H:V) may be constructed with granular materials such as structural fill or quarry spalls. This material is also recommended for sliver fills where the embankment widening is less than 10 feet.

To provide suitable subgrade for the pavement section and reduce settlement, embankment fill within the road prism should be compacted per WSDOT 2-03.3(14)D, Method B. Areas outside of the road prism may use WSDOT 2-03.3(14)D Method A. Embankment fill containing more than 25% rock greater than 4-inches should be compacted per 2-03.3(14)A Rock Embankment Construction

Retaining Wall

A precast, concrete block retaining wall is proposed for the embankment slope from $\pm$ Sta. 12+18 to 13+52. The slope is currently covered with boulder fill and the subsurface conditions for the proposed retaining wall were investigated with borings BH-1 and BH-2.

Bearing Resistance. We calculated the bearing resistance of a continuous block wall with a minimum width of 2.5 feet embedded a minimum of 1 foot below the adjacent finished grade. For a wall bearing on very stiff gravelly silt or rock, we calculated a bearing resistance at the service limit state of 10 ksf.

For Load and Resistance Factor Design (LRFD), this service limit value corresponds to a nominal bearing resistance of 30 ksf and a factored bearing resistance of 13.5 ksf (assuming an LRFD resistance factor of 0.45).

Settlement. The wall will be designed using a modest bearing pressure and will bear on very stiff soil or rock. Therefore, we anticipate the foundation settlement will be less than 1 inch.

Sliding Resistance. We recommend using a coefficient of friction of 0.4 to evaluate the sliding resistance between the base of the precast concrete blocks and the subgrade.

Lateral Earth Pressures. We assume the wall backfill will consist of gravel backfill for walls or structure backfill with a friction angle (ϕ) of 35 degrees and a unit weight of 130 lb/ft³ (pcf). For the block wall with a level backslope, design the walls using an active earth pressure coefficient (K_a) of 0.27 and an equivalent fluid density of 35 pcf. Where 2(H):1(V) backfill slopes are planned, design the walls using a K_a of 0.42 and an equivalent fluid density of 55 pcf. All wall pressure calculations assume the wall backfill will be drained.

Global Stability. The proposed wall will bear on very stiff residual soil or strong basalt. Therefore, global stability is not a design concern.

Creek "A" ($\pm$ Sta. 17+ 50)

We understand the proposed replacement culvert will be an 18-foot-wide precast concrete box culvert or steel arch culvert. The subsurface conditions at this location were investigated with borings BH-3 and BH-4. Our analysis was performed assuming a box culvert design with wing and head walls. If the design changes, we should be notified to provide updated recommendations.

Footing Elevation. We anticipate the base of the footings will be ± 14 to 16 feet ($\pm$ El. 173 to 175) below the surface of South Cloverdale Road. The bedrock surface, consisting of extremely weak (R0) to weak (R2) basaltic andesite, was encountered at a depth of ± 12 feet ($\pm$ El. 176) in BH-3 and ± 13.5 feet ($\pm$ El. 174.5) in BH-4.

Foundation Preparation. The new culvert will be supported on spread footings bearing on bedrock. Site preparation for the spread footings will require trenching to remove the overlying soil and excavation into the bedrock. For foundation design, we have assumed the soil and loose rock fragments will be removed from the footing trenches and the footings will be poured on clean sound rock. The footing excavation should only be large enough to accommodate the width of the footing which is currently assumed to be 4 feet (minimum). Where bedrock is not excavated at the planned foundation grade, we recommend adjusting the footing elevation to bear on rock.

Bearing Resistance. We estimated the bearing capacity of a continuous spread footing assuming the footings will have a minimum width of 4 feet and placed a minimum of 2 feet below the design scour elevation. For footings bearing on extremely weak (R0) to weak (R2) basaltic andesite, we estimated a bearing resistance at the service limit state of 16 ksf. This value is based on the lower bound, presumptive bearing capacity value for weathered rock reported in AASHTO (2017) Table C10.6.2.6.1-1.

For Load and Resistance Factor Design (LRFD), this service limit value corresponds to a nominal bearing resistance of 48 ksf and a factored bearing resistance of 21.6 ksf (assuming an LRFD resistance factor of 0.45).

Settlement. The proposed road grade will not be changed at the culvert location and the net load of the embankment and culvert is lower than the existing embankment load. Therefore, the net load on the foundation soil is reduced and the post-construction settlement is expected to be negligible.

Sliding Resistance. We recommend using a coefficient of friction of 0.7 to evaluate the sliding resistance between the base of the CIP concrete footings and the bedrock. We do not anticipate the footing will deflect sufficiently to develop the full passive earth pressure against the bedrock. Therefore, at-rest earth pressures as described below, should be used on the outside of the footing to calculate the sliding resistance.

Lateral Earth Pressures. For calculation of the lateral earth pressure, we assume the box culvert will be restrained from movement and an at-rest soil condition will develop. In addition, if wing walls or head walls are proposed and the walls are restrained from movement, an at-rest soil condition is also appropriate. We assume the backfill behind the culvert will consist of gravel backfill for walls or structure backfill with a friction angle (ϕ) of 35 degrees and a unit weight of 130 lb/ft³ (pcf). We calculated an at-rest earth pressure coefficient (K_o) of 0.43 and an equivalent fluid density of 55 pcf.

For walls allowed to rotate/move and where the backfill has a level backslope, design the walls using an active earth pressure coefficient (K_a) of 0.28 and an equivalent fluid density of 37 pcf. Where 2(H):1(V) backfill slopes are used, design the walls using a K_a of 0.42 and an equivalent fluid density of 55 pcf. All wall pressure calculations assume the walls will be drained.

Excavations/Shoring/Dewatering/Fill Slopes. Excavations for the replacement culvert will be made predominantly in fill consisting of gravelly silt over weak (R2) to medium strong (R3) basaltic andesite. Dewatering will be required for excavations extending below the creek elevation. It is the responsibility of the contractor to maintain stable and safe temporary slopes and provide a plan for dewatering, if necessary.

We observed an exposed rock outcrop of basalt near the outlet of the culvert and cobbles and boulders in the creek bed during our site reconnaissance. We anticipate the excavation may encounter weak (R2) to medium strong (R3) basaltic andesite, boulders, and cobbles. Therefore, the contractor should anticipate difficult excavation conditions.

Creek "B" ($\pm$ Sta. 34+ 45) – Bybee Creek

We understand the replacement culvert will be a 35-foot-wide arch culvert. The subsurface conditions at the east end of the culvert were investigated with borings BH-5 and BH-6. Our analysis was performed assuming an arch culvert design with wing and head walls. If the design changes, we should be notified in order to provide updated recommendations.

Footing Elevation. We anticipate the base of the footings will range from $\pm$ El. 110 on the west end to $\pm$ El. 120 on the east end. During our site reconnaissance, we observed the creek channel consisted of exposed bedrock. Boring BH-5 encountered weathered basaltic andesite at $\pm$ 18 feet ($\pm$ El. 124) and BH-6 encountered strong (R4) flow breccia at $\pm$ 22 feet ($\pm$ El. 120).

Foundation Preparation. The new culvert will be supported on spread footings bearing on bedrock. Site preparation for the spread footings will require trenching to remove the overlying soil and excavating into the bedrock. The basalt is very closely jointed and may fracture into gravel to cobble-sized fragments when excavated. For foundation design, we have assumed the soil and loose rock fragments will be removed from the footing trenches, and the footings will be poured neat on clean sound rock. The footing excavations should only be large enough to accommodate the width of the footing which is currently assumed to be 4 feet (minimum). Where bedrock is not excavated at the planned foundation grade, we recommend adjusting the footing elevation to bear on rock.

Bearing Resistance. We estimated the bearing capacity of a continuous spread footing assuming the footings will have a minimum width of 4 feet and will be placed a minimum of 2 feet below the scour elevation. For footings bearing on weak (R2) to medium strong (R3) basaltic andesite or strong (R4) flow breccia, we estimated a bearing resistance at the service limit state of 16 ksf. This value is based on the lower bound, presumptive bearing capacity value for medium hard rock reported in AASHTO (2017) Table C10.6.2.6.1-1.

For Load and Resistance Factor Design (LRFD), this service limit value corresponds to a nominal bearing resistance of 48 ksf and a factored bearing resistance of 21.6 ksf (assuming an LRFD resistance factor of 0.45).

Settlement. The footings will be designed using a modest bearing pressure and will bear on bedrock. Therefore, we anticipate the foundation settlement will be less than 1 inch.

Sliding Resistance. We recommend using a coefficient of friction of 0.7 to evaluate the sliding resistance between the base of the CIP concrete footings and the bedrock. We do not anticipate the footing will deflect sufficiently to develop the full passive earth pressure against the bedrock. Therefore, at-rest earth pressures, as described below, should be used on the outside of the footing to calculate the sliding resistance.

Lateral Earth Pressures. For calculation of the lateral earth pressure, we assume the arch culvert will be restrained from movement and an at-rest soil condition will develop. In addition, if wing walls or head walls are proposed and the walls are restrained from movement, an at-rest soil condition is also appropriate. We assume the backfill behind the culvert will consist of gravel backfill for walls or structure backfill with a friction angle (ϕ) of 35 degrees and a unit weight of 130 lb/ft³ (pcf). We calculated an at-rest earth pressure coefficient (K_o) of 0.43 and an equivalent fluid density of 55 pcf.

For walls allowed to rotate/move and where the backfill has a level backslope, design the walls using an active earth pressure coefficient (K_a) of 0.28 and an equivalent fluid density of 37 pcf. Where 2(H):1(V) backfill slopes are used, design the walls using a K_a of 0.42 and an equivalent fluid density of 55 pcf. All wall pressure calculations assume the walls will be drained.

Excavations/Shoring/Dewatering/Fill Slopes. Excavations for the replacement culvert will be made predominantly in extremely weak (R0) to strong (R4) basaltic andesite or flow breccia. Dewatering will be required for excavations 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 observed exposed outcrops of basalt, cobbles, and boulders at the proposed culvert location during our site reconnaissance. We anticipate the excavation may encounter extremely weak (R0) to strong (R4) basaltic andesite, boulders, and cobbles or strong (R4) flow breccia. Therefore, the contractor should anticipate difficult excavation conditions.

Embankment fill below ± 4 feet is expected to be too wet for practical use in embankment construction. Specifically, 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). If $1\frac{1}{2}$ (H):1(V) embankment slopes are planned, Quarry Spalls (WSDOT Section 9-13.6) or Structural Fill should be used for the embankment construction.

RECOMMENDATIONS

All specifications contained herein refer to Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction, 2021 (M 41-10). We assume these specifications would be referred to for general or specific items not addressed in this report.

Wet Weather Construction Recommendations

We understand that some roadway and earthwork construction may be completed during periods of wet weather. The rainy season in western Washington typically occurs during the months of October through May. However, significant precipitation can occur any time of the year. While we recommend the earthwork be performed during dry weather, if possible, we recommend the following for wet weather construction.

1. More robust erosion control of exposed soils and dewatering of excavations will be required during wet weather.
2. While rock excavated from cut areas may be used in embankment construction, most excavated material will be too wet for effective compaction in embankments.

3. Construction traffic should be prevented from working directly on the subgrade to avoid disturbing sensitive subgrade soils.
4. Fill materials should not be left uncompacted and exposed to moisture.
5. Construction should be scheduled to avoid periods of heavy precipitation. The contractor should coordinate excavation, fill placement, and compaction activities to reduce the amount of time soils are left exposed to weather.

Materials

6. Gravel backfill for walls, as defined in this report, shall consist of free-draining granular material, essentially free from wood waste and meeting the requirements for grading and quality as specified by Section 9-03.12(2), Gravel Backfill for Walls. We should be provided a sample or gradation testing of the intended material for approval, prior to delivery to the site.
7. Quarry Spalls should consist of free-draining, clean (less than 2% passing the #200 sieve), durable, angular rock with a maximum 8-inch particle size, and should meet the requirements for grading as specified by Section 9-13.1(5). We should be provided a sample or gradation testing of the intended material for approval prior to delivery to the site.
8. Structural Fill as defined in this report, shall consist of free-draining granular material, consisting of 2-inch minus crushed or angular rock with less than 5% passing the 200 sieve.

General Earthwork Specifications

9. Use embankment material consisting of Structural Fill or Quarry Spalls for sliver fills and 1 ½:1 (H:V) embankments.
10. Strip the construction area of unsuitable embankment foundation materials such as topsoil, organic debris, and mud as directed by the engineer. Include a bid item for Unsuitable Foundation Excavation per Section 2-03.3(14)E.
11. Dispose of the materials and debris outside of the embankment area in conformance with Disposal Method No. 2 as specified by Section 2-01.2(2).
12. The contractor should anticipate difficult excavation conditions. We anticipate rock excavation will require a heavy-duty excavator equipped with a rock bucket and rock teeth or a pneumatic ram.
13. Dewatering will be required for excavations below the water table. It is the responsibility of the contractor to provide a plan for dewatering of site excavations prior to construction.
14. It is the responsibility of the contractor to maintain stable and safe temporary slopes during construction.

Embankment Construction

15. Construct embankments in conformance with 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 Section 2-03.3(14)E (Unsuitable Foundation Excavation). Embankments shall be terraced into existing slopes that exceed 5:1 (H:V).
16. Non-moisture density testable materials shall be compacted using the compaction requirements in Section 2-03.3(14) for Rock Embankment Construction.
17. Moisture density testable materials used in 1½:1 (H:V) embankment areas shall be compacted using Method C as specified by Section 2-03.3(14)C Compacting Earth Embankments. Moisture content of materials compacted in embankments shall not be more than 3 percent above the optimum moisture content as described in the standard specifications.
18. Moisture density testable materials used in embankment areas with 2:1 (H:V) slope shall be compacted according to Method B in Section 2-03.3(14)C, Compacting Earth Embankments. Moisture content of materials compacted in embankments shall not be more than 3 percent above optimum as described in the standard specifications.
19. Some of the excavated soils on this project are expected to be wet of the optimum moisture content and may not be practical for re-use as embankment material. Compaction may not be practical if the soils are wet of optimum. Therefore, embankment construction during wet weather will require imported granular material or should be delayed until the soils are sufficiently dry or until the weather permits sufficient aeration.
20. Use a seed and fertilizer mixture designed for the climate and soil present within the project area. Provide anchored erosion control matting on slopes steeper than 2(H):1(V).

Cut Slopes

21. Excavate cut slopes at 1½:1 (H:V). If required in areas of steep existing slopes, cut slopes up to 1:1 (H:V) may be considered following the Engineer's review of the specific location.
22. Cover 1½:1 (H:V) soil slopes with erosion control mat (9-14.5(2) Erosion Control Blanket) and hydro-seed to promote the growth of vegetation and reduce erosion. Provide for potential reapplication of seed, fertilizer, and mulch to areas where vegetation has not established within 2 years.

Retaining Wall

23. Design the precast, block retaining wall with level backfill using an equivalent fluid density of 37 pcf. Design the wall using an equivalent fluid density of 55 pcf if a 2(H):1(V) backfill slope is planned.
24. Calculate the sliding resistance using a friction factor of 0.4. Passive resistance should not be used to calculate sliding resistance per AASHTO (2017) recommendations.
25. Assume an allowable bearing capacity of 10,000 psf for the retaining wall with a 2.5-foot-wide block width embedded at least 2 feet below the ground surface.

Culverts

26. It is the responsibility of the contractor to maintain stable and safe temporary slopes during construction.
27. Dewatering will be required for excavations below the water table. It is the responsibility of the contractor to provide a plan for dewatering of site excavations prior to construction.
28. The contractor should anticipate difficult excavation conditions. We anticipate rock excavation will require a heavy-duty excavator equipped with a rock bucket and rock teeth or a pneumatic ram.
29. The footing excavation should extend to clean bedrock that is free of loose rock and other debris. The concrete should be poured neat against the excavation.
30. Backfill the culvert and wing walls with free-draining, Gravel Backfill Gravel Backfill for Walls.
31. Backfill the culvert to maintain even pressures on the side by maintaining a backfill height within 2 feet of the backfill height on the other side of the culvert.
32. Compact within ± 4 feet of the culvert and wing walls 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 within the wall zone since they may create excessive lateral earth pressures and damage the structure.

LIMITATIONS

Construction Observation and Testing

We recommend a representative from Foundation Engineering be present during construction to observe the site excavations, confirm the assumed subgrade conditions, and identify areas that may require additional sub-excavation and replacement, or mitigation of subgrade pumping. We should be provided the opportunity to review all drawings and specifications that pertain to site preparation, embankment construction, and slope excavations. Any geotechnical engineering judgment required 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 borings and test pits are representative of the overall site conditions within the project area. 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. No changes in 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 the exclusive use of WSP USA, Inc., Cowlitz County and their design consultants for the South Cloverdale Road 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 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.

REFERENCES

- AASHTO, 2017, LRFD Bridge Design Specifications, Part I and Part II, American Association of State Highway and Transportation Officials (AASHTO).
- Evarts, R.C., 2002, Geologic Map of the Deer Island Quadrangle, Columbia County, Oregon and Cowlitz County, WA; U.S. Geological Survey Miscellaneous Field Studies Map MF-2392.
- United States Department of Agriculture, 2020, Custom Soil Resource Report for Cowlitz County, Washington, Natural Resources Conservation Service.
- WSDOT, 2020; Bridge Design Manual LRFD; Washington Department of Transportation (WSDOT), Engineering and Regional Operations Division, Bridge and Structures Office, M 23-50
- WSDOT, 2019; Geotechnical Design Manual (GDM): Washington Department of Transportation (WSDOT), Environmental and Regional Operations, Construction Division, Geotechnical Office, M 46-03.11.
- WSDOT, 2021, Standard Specifications for Road, Bridge, and Municipal Construction, 2020, M 41-10, Washington State Department of Transportation (WSDOT).



Appendix A

Figures



NOTES:

1. Base map and contours from ESRI and USGS



SCALE 1" = 1,200'



VICINITY MAP

FIGURE NO.

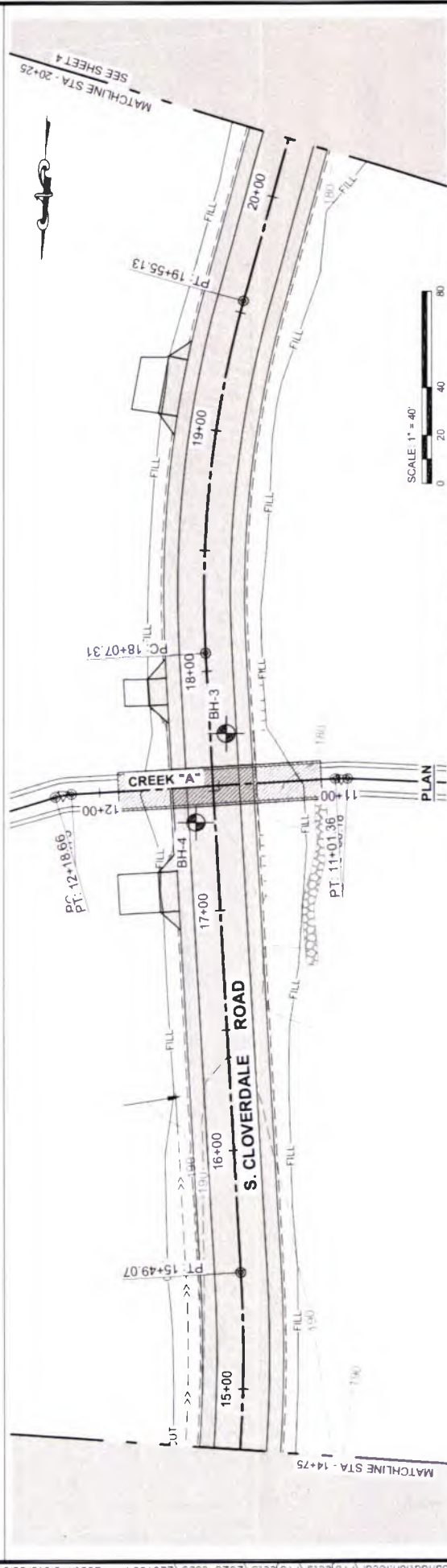
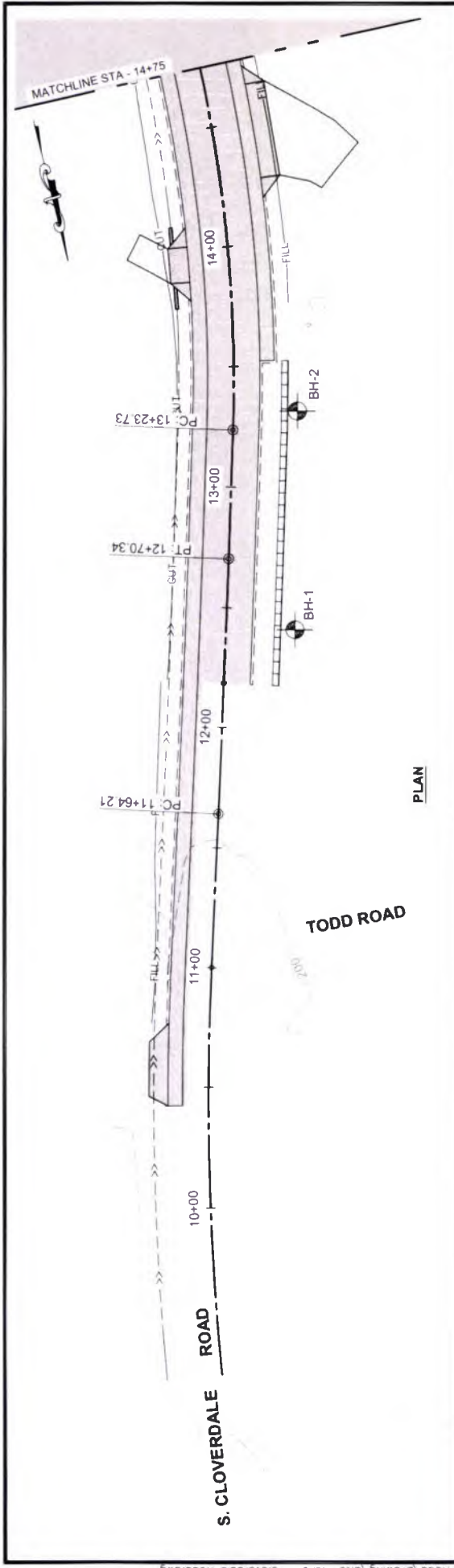
South Cloverdale Road Project
Cowlitz County, Washington

1A

PROJECT NO.
2201064

DATE:
10/7/2020

DRAWN BY:
NMV



NOTES

- Proposed borings and test pit locations are approximate
- Base map from Cowitz County Department of Public Works

LEGEND

- Approximate boring location by Foundation Engineering, 2020
- Approximate test pit location by Foundation Engineering, 2020

Foundation Engineering, Inc.
Professional Geotechnical Services

PROJECT NO. 2201064

DATE: Oct. 22, 2020

DRAWN BY: SLM

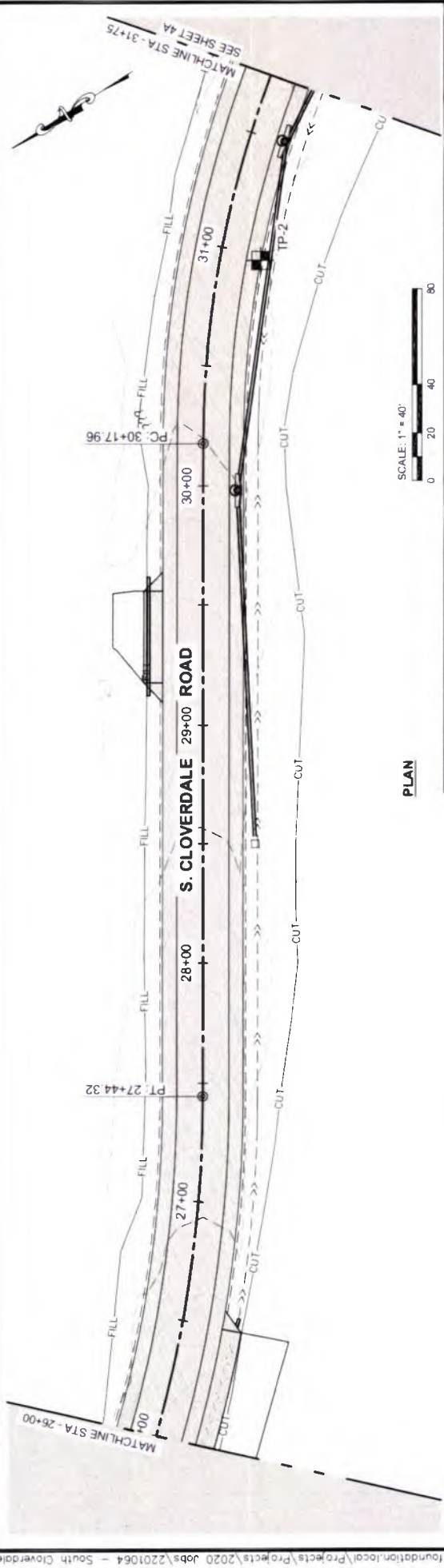
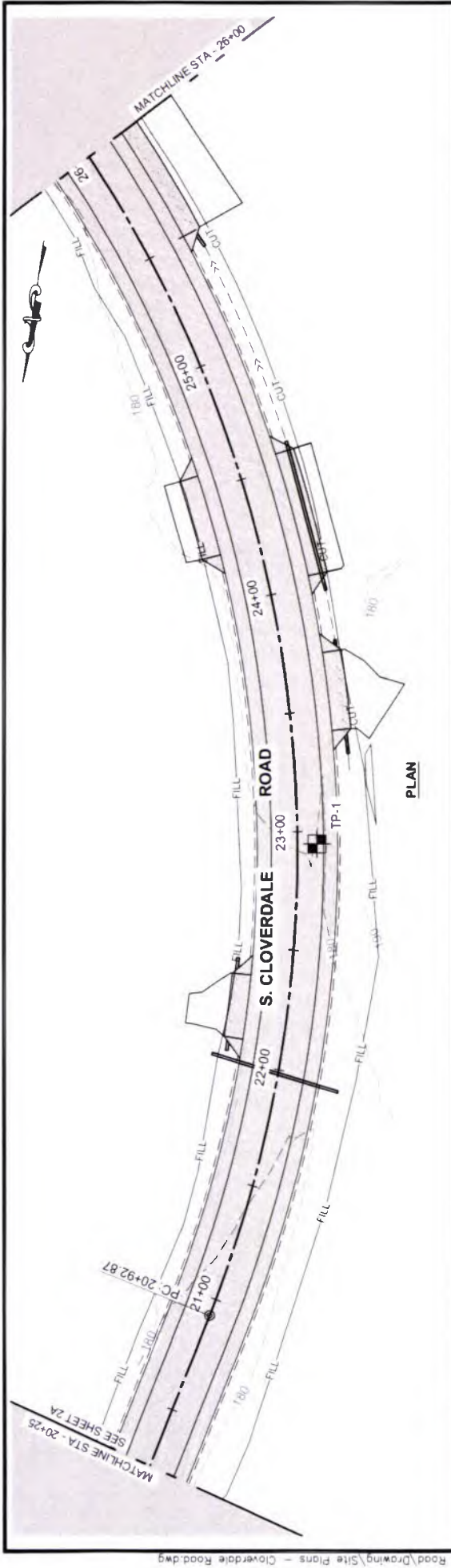
FIGURE NO

2A

SITE PLAN STA. 9+30 TO STA. 20+25

SOUTH CLOVERDALE ROAD PROJECT

COWLITZ COUNTY, OREGON



NOTES

- Proposed borings and test pit locations are approximate.
- Base map from Cowitz County Department of Public Works

LEGEND

- Approximate boring location by Foundation Engineering, 2020
- Approximate test pit location by Foundation Engineering, 2020

Foundation Engineering, Inc.
Professional Geotechnical Services

PROJECT NO. 2201064

DATE: Oct. 22, 2020

DRAWN BY: SLM

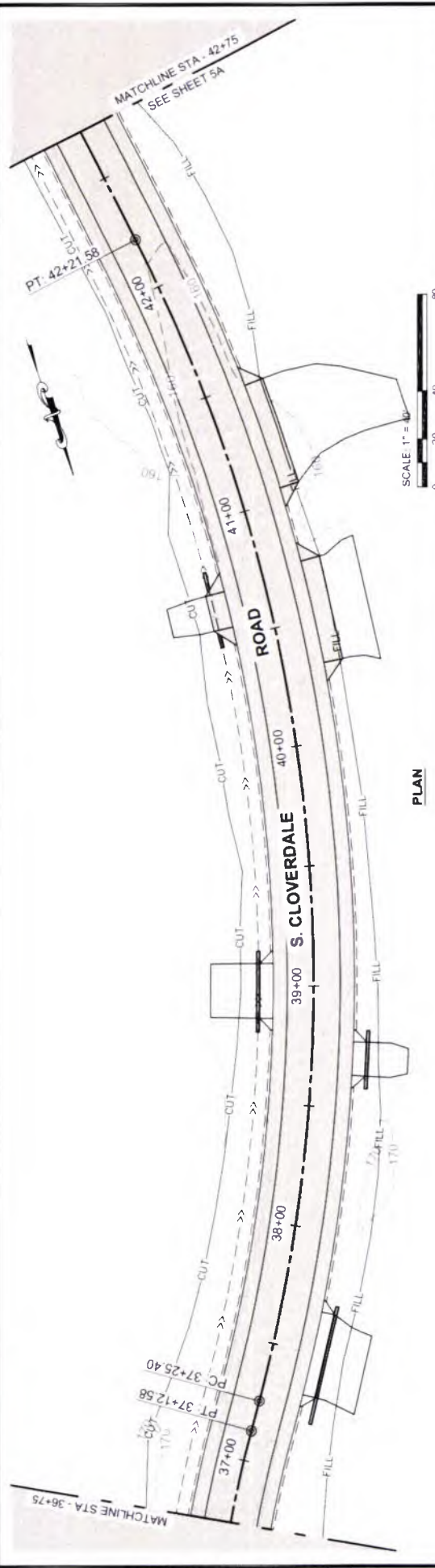
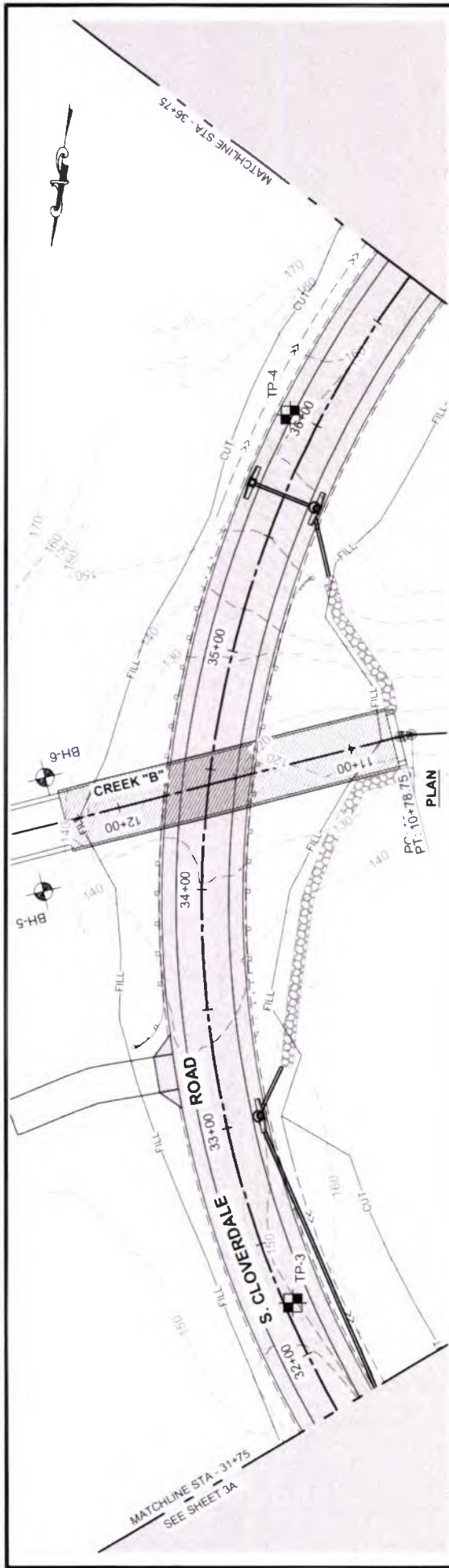
FIGURE NO

3A

SITE PLAN STA. 20+25 TO STA. 31+75

SOUTH CLOVERDALE ROAD PROJECT

COWLITZ COUNTY, OREGON



NOTES

- Proposed borings and test pit locations are approximate
- Base map from Cowitz County Department of Public Works

LEGEND

Approximate boring location by Foundation Engineering, 2020

Approximate test pit location by Foundation Engineering, 2020

Foundation Engineering, Inc.
Professional Geotechnical Services

PROJECT NO: Z201064

DATE: Oct. 22, 2020

DRAWN BY: SLM

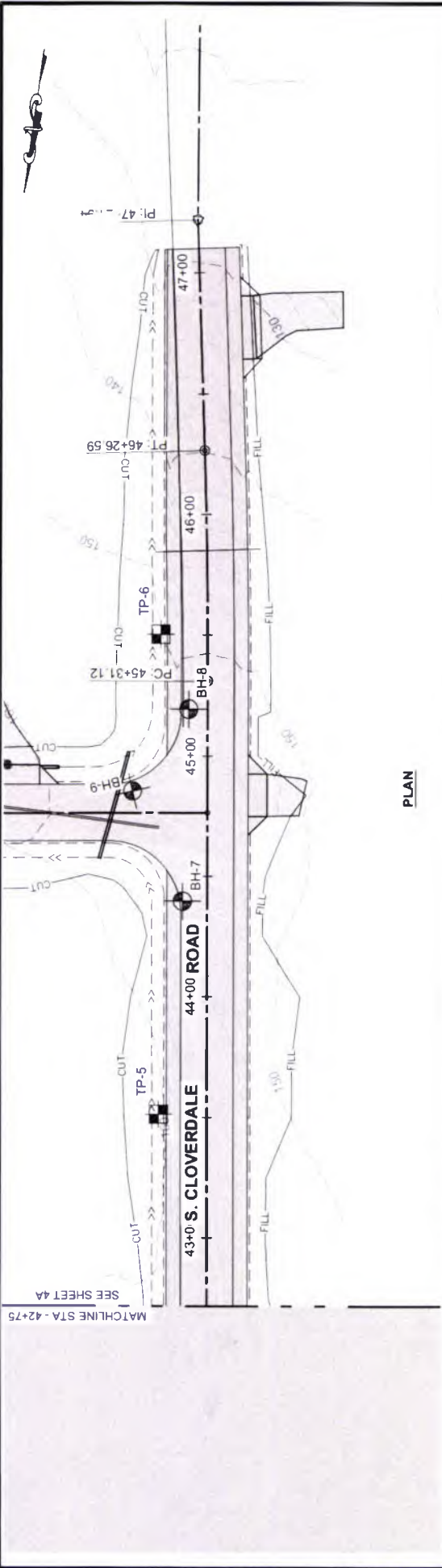
FIGURE NO.

4A

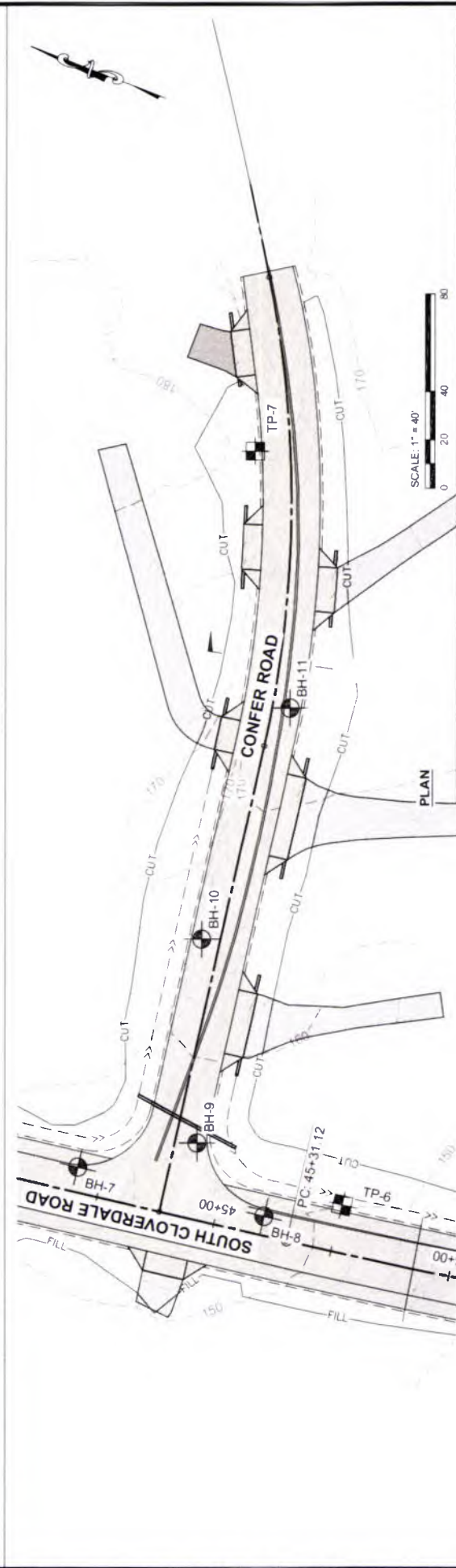
SITE PLAN STA. 31+75 STA. 42+75

SOUTH CLOVERDALE ROAD PROJECT

COWLITZ COUNTY, OREGON



PLAN



PLAN

NOTES

1. Proposed borings and test pit locations are approximate
2. Base map from Cowitz County Department of Public Works

LEGEND

- Approximate boring location by Foundation Engineering, 2020
- Approximate test pit location by Foundation Engineering, 2020

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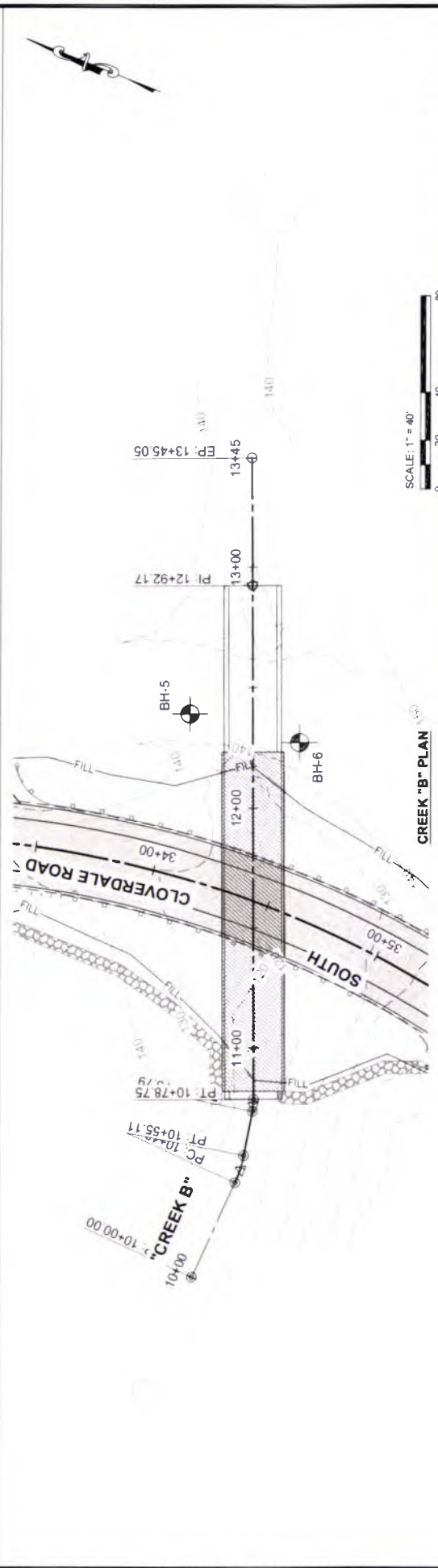
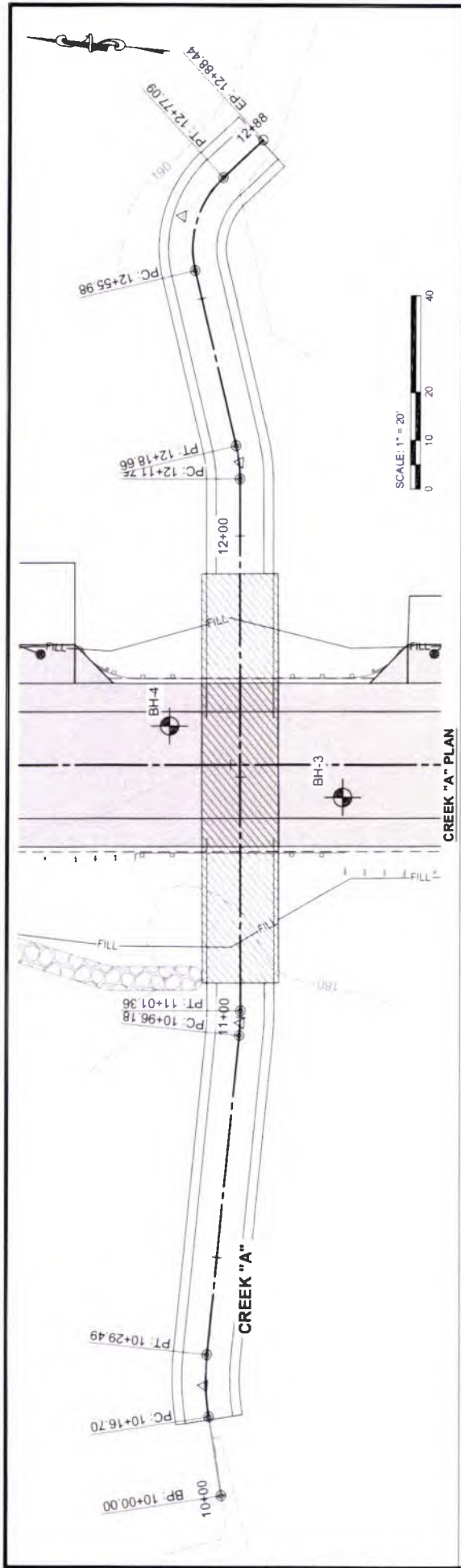
PROJECT NO. 2201064
DATE: Oct. 22, 2020
DRAWN BY: SLM

SITE PLAN STA. 47+25 TO END & CONFER RD

SOUTH CLOVERDALE ROAD PROJECT
COWLITZ COUNTY, OREGON

FIGURE NO.

5A



NOTES

- Proposed borings and test pit locations are approximate.
- Base map from Cowlitz County Department of Public Works.

LEGEND

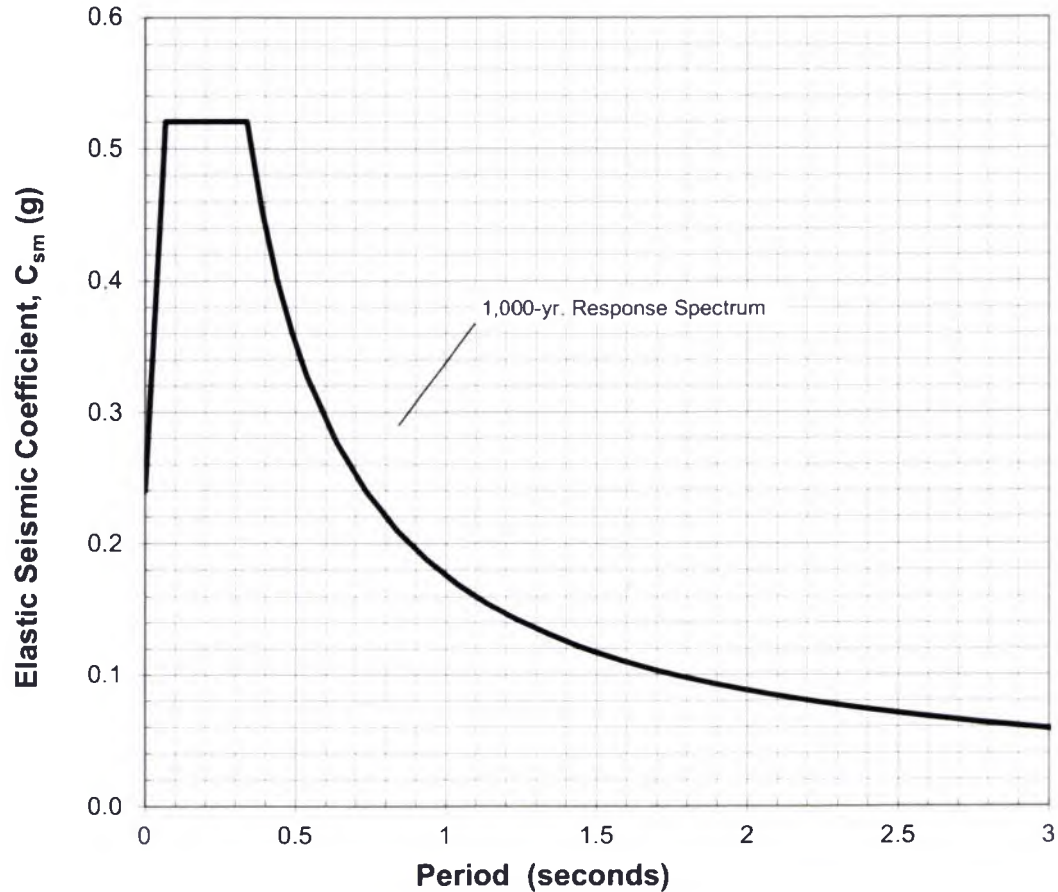
- Approximate boring location by Foundation Engineering, 2020
- Approximate test pit location by Foundation Engineering, 2020

Foundation Engineering, Inc.
Professional Geotechnical Services

PROJECT NO: 2201064
DATE: Oct. 22, 2020
DRAWN BY: SLM

SITE PLAN CREEK "A" AND CREEK "B"
SOUTH CLOVERDALE ROAD PROJECT
COWLITZ COUNTY, OREGON

FIGURE NO: 6A



Notes:

- The Design Response Spectrum is based on AASHTO 2017 Section 3.10.3 using the following parameters:
 Site Class= B Damping = 5%
 1,000-yr. $PGA = 0.266$ $F_{pga} = 0.90$ $A_s = 0.239$
 $S_s = 0.578$ $F_a = 0.90$ $S_{DS} = 0.520$
 $S_1 = 0.220$ $F_v = 0.80$ $S_{D1} = 0.176$
- PGA , S_s , and S_1 values are based on USGS (2014) seismic hazard maps and were obtained using the WSDOT developed Spectra tool from the BridgeLink BEToolbox application (Version 3.2.6.0). The 1,000-yr. values assume 7% probability of exceedence in 75 years.
- F_{pga} , F_a , and F_v were established based on WSDOT Bridge Design Manual (2018) Tables 3.4.2.3-1A, 3.4.2.3-1B, and 3.4.2.3.2 using the selected PGA , S_s , and S_1 values, respectively.
- Site location is: Latitude 45.9728 Longitude -122.8112.



Appendix B

Exploration Logs and Photographs

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

SH - 3 - 4
▲ ▲ ▲

Sample Number
Boring or Test Pit Number
Sample Type
Top of Sample Attempt



Recovered Portion
Unrecovered Portion
Bottom of Sample Attempt

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 (%)

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

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

TYPICAL SOIL/ROCK SYMBOLS

Concrete	Silt	Basalt
Organics	Gravel	Sandstone
Clay	Sand	Siltstone

WATER TABLE

Water Table Location
(1/31/16) Date of Measurement



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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.



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SOIL DESCRIPTIONS
COMMON TERMS

Explanation of Common Terms Used in Rock Descriptions

Field Identification		UCS (psi)	Strength	Hardness (ODOT)
Indented by thumbnail.	R0	< 100	Extremely Weak	Extremely Soft
Crumbles under firm blows with geological hammer, Can be peeled by a pocket knife.	R1	100 - 1,000	Very Weak	Very Soft
Can be peeled by a pocket knife with difficulty, shallow indentations made by firm blow with geological hammer.	R2	1,000 - 4,000	Weak	Soft
Cannot be scraped or peeled with a pocket knife, specimen can be fractured with a single blow of geological hammer.	R3	4,000 - 8,000	Medium Strong	Medium Hard
Specimen requires more than one blow of geological hammer to fracture it.	R4	8,000 - 16,000	Strong	Hard
Specimen requires many blows of geological hammer to fracture it.	R5	> 16,000	Very Strong	Very Hard

Term	Weathering Field Identification
Fresh	Crystals are bright. Discontinuities may show some minor surface staining. No discoloration in rock fabric.
Slightly Weathered	Rock mass is generally fresh. Discontinuities are stained and may contain clay. Some discoloration in rock fabric.
Moderately Weathered	Significant portions of rock show discoloration and weathering effects. Crystals are dull and show visible chemical alteration. Discontinuities are stained and may contain secondary mineral deposits.
Highly Weathered (Predominately Decomposed)	Rock can be excavated with geologist's pick. All discontinuities exhibit secondary mineralization. Complete discoloration of rock fabric. Surface of core is friable and usually pitted due to washing out of highly altered minerals by drilling water.
Decomposed	Rock mass is completely decomposed. Original rock "fabric" may be evident (relict texture). May be reduced to soil with hand pressure.

Spacing (metric)	Spacing (imperial)	Spacing Term	Bedding/Foliation
< 6 cm	< 2 in.	Very Close	Very Thin (Laminated)
6 cm - 30 cm	2 in. - 1 ft.	Close	Thin
30 cm - 90 cm	1 ft. - 3 ft.	Moderately Close	Medium
90 cm - 3.0 m	3 ft - 10 ft.	Wide	Thick
> 3.0 m	> 10 ft.	Very Wide	Very Thick (Massive)

Vesicle Term	Volume
Some vesicles	5 - 25%
Highly vesicular	25 - 50%
Scoriaceous	> 50%

Stratification Term	Description
Lamination	< 1 cm (0.4 in.) thick beds
Fissile	Preferred break along laminations
Parting	Preferred break parallel to bedding
Foliation	Metamorphic layering and segregation of minerals

RQD %	Designation	RQD %	Designation
0 - 25	Very Poor	75 - 90	Good
25 - 50	Poor	90 - 100	Excellent
50 - 75	Fair		

Rock Quality Designation (RQD) is the cumulative length of intact rock core pieces 4 inches or longer excluding breaks caused by drilling and handling divided by run length, expressed as a percentage.



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ROCK DESCRIPTIONS
COMMON TERMS

Depth Feet	Soil and Rock Description and Comments	Log	Elev. Depth	Samples	▲ SPT, N-Value ■ Recovery	● Moisture, % ■ RQD, %	Backfill/ Installations/ Water Table
1	ASPHALTIC CONCRETE (±4 inches).		192.0				
2	Silty GRAVEL, some sand (GM); ±¾-inch minus, (base rock).		190.7				
3	Very stiff gravelly SILT, some sand (ML); brown mottled grey and iron-stained, moist, low plasticity, fine to coarse sand, fine to coarse subangular to subrounded gravel, micaceous, (residual soil).		187.0	SS-1-1			
5	Strong (R4) BASALTIC ANDESITE; grey, fresh, close to moderately close joints are smooth to rough, irregular to planar, open and healed, 15 to 55-degrees, and some secondary quartz/calcite mineralization, (Goble Volcanics).		182.0	SS-1-2 CS-1-1			
10	BOTTOM OF BORING		10.0				

Project No.: 2201064

Surface Elevation: 192.0 feet (Approx.)

Date of Boring: September 21, 2020

Boring Log: BH- 1

South Cloverdale Road Project

Cowlitz County, Washington



Foundation Engineering, Inc.

Depth Feet	Soil and Rock Description and Comments	Log	Elev. Depth	Samples	▲ SPT, N-Value ■ Recovery	● Moisture, % ■ RQD, %	Backfill/ Installations/ Water Table
1	ASPHALTIC CONCRETE (±4 inches).		192.0				
2	Silty GRAVEL, some sand (GM); ±¾-inch minus, (base rock).		190.7				
3	Very stiff gravelly SILT, some sand (ML); brown mottled grey and iron-stained, moist, low plasticity, fine to coarse sand, fine to coarse subangular to subrounded gravel, micaceous, (residual soil).		190.0	SS-2-1			
4			185.0	CS-2-1			
5	Strong (R4) BASALTIC ANDESITE; grey, fresh to slightly weathered, very close to close joints are rough, planar to irregular, open to closed, 25 to 75-degrees, and some discolored secondary mineralization, (Goble Volcanics).		7.0				
6							
7	BOTTOM OF BORING						

Project No.: 2201064

Surface Elevation: 192.0 feet (Approx.)

Date of Boring: September 21, 2020

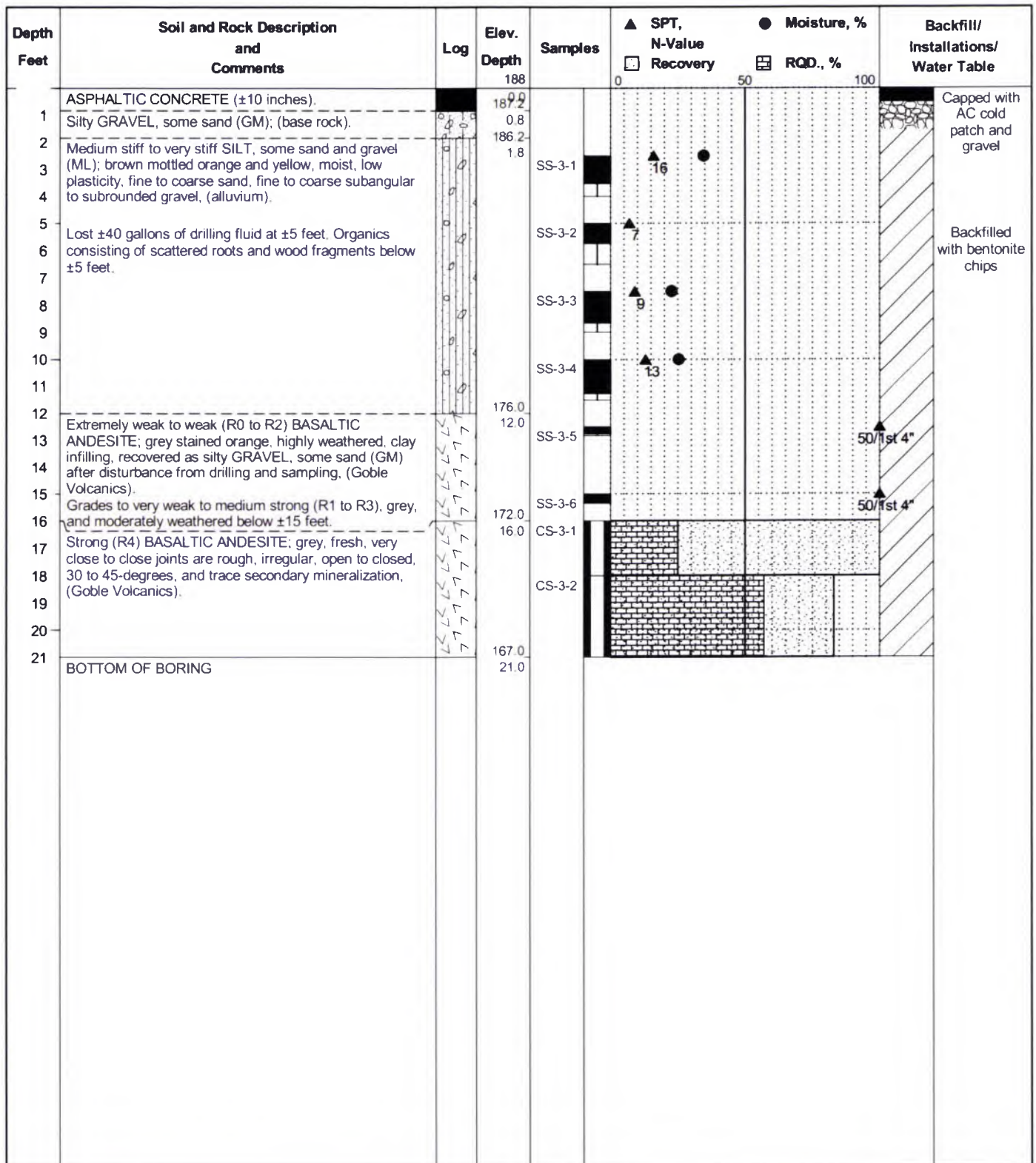
Boring Log: BH- 2

South Cloverdale Road Project

Cowlitz County, Washington



Foundation Engineering, Inc.



Project No.: 2201064

Surface Elevation: 188.0 feet (Approx.)

Date of Boring: September 21, 2020

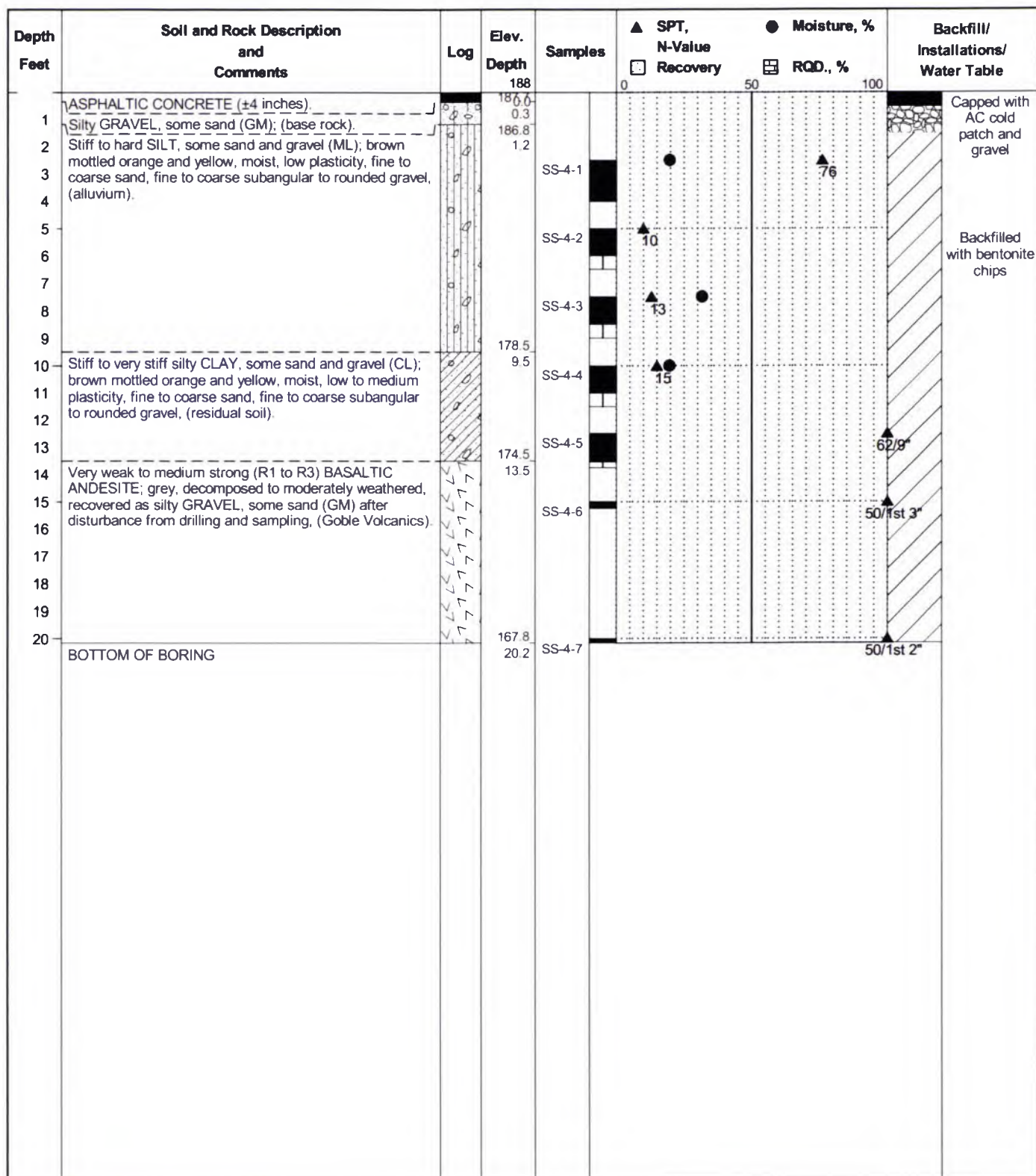
Boring Log: BH- 3

South Cloverdale Road Project

Cowlitz County, Washington



Foundation Engineering, Inc.



Project No.: 2201064

Surface Elevation: 188.0 feet (Approx.)

Date of Boring: September 21, 2020

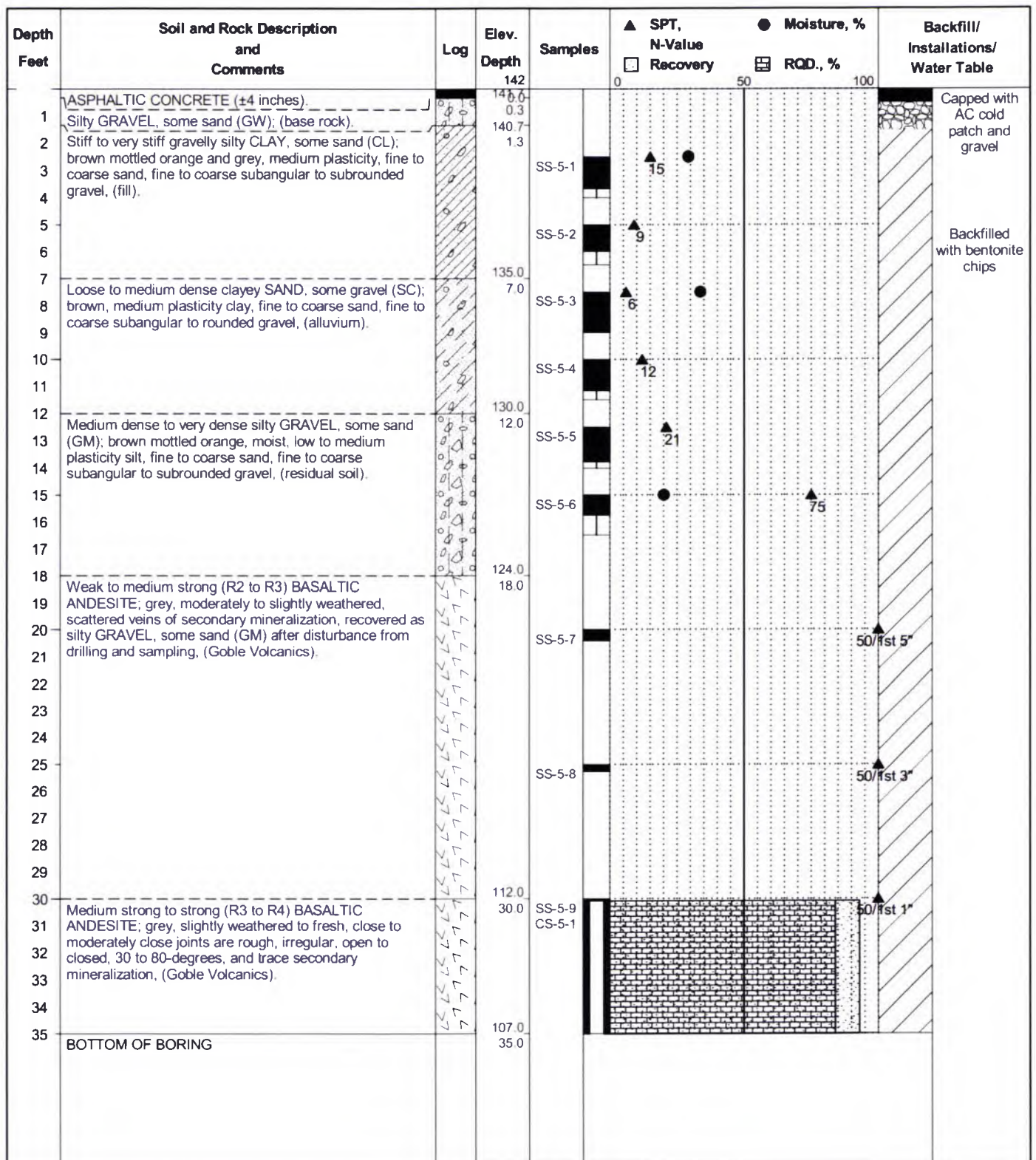
Boring Log: BH- 4

South Cloverdale Road Project

Cowlitz County, Washington



Foundation Engineering, Inc.



Project No.: 2201064

Surface Elevation: 142.0 feet (Approx.)

Date of Boring: September 22, 2020

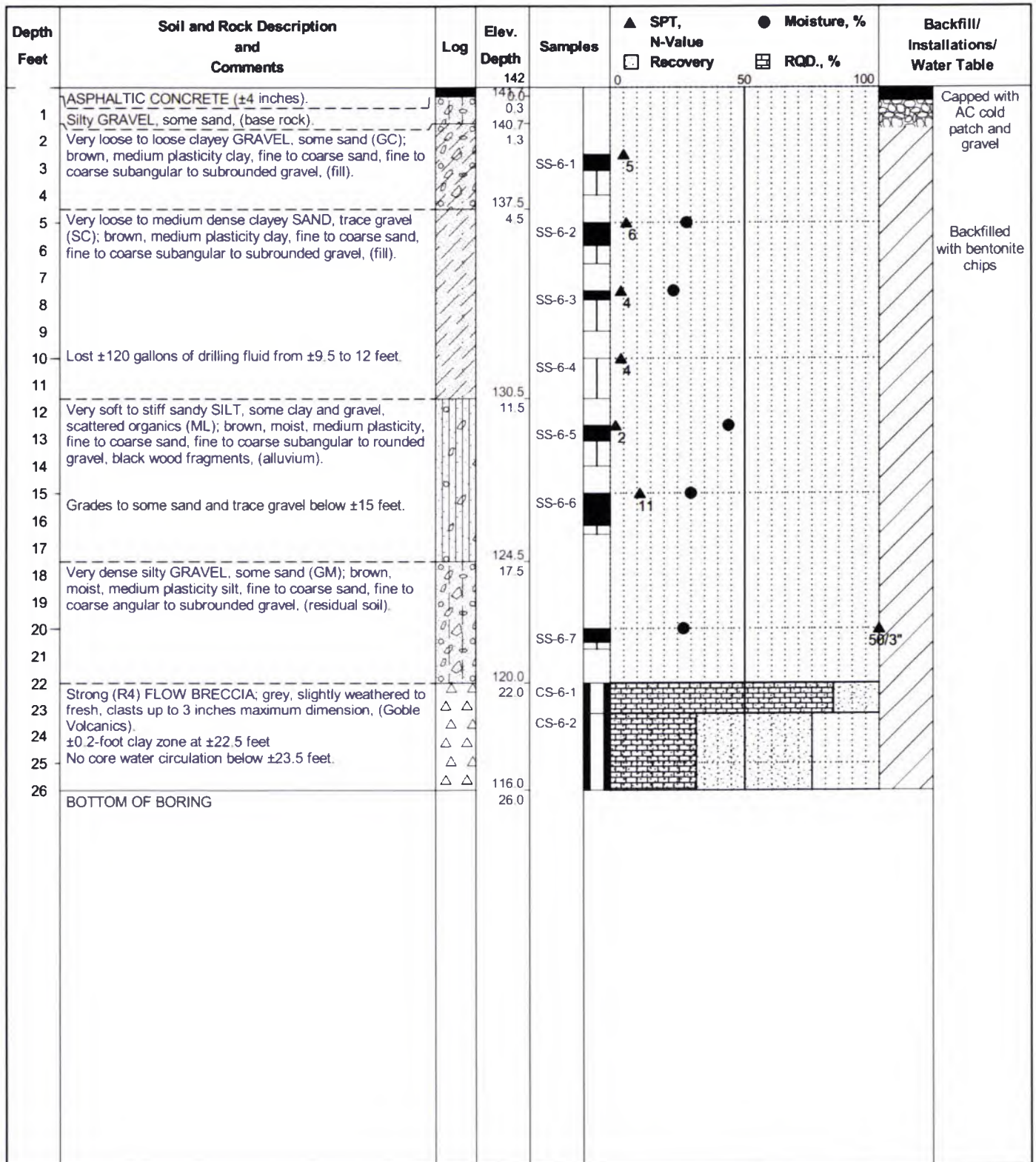


Foundation Engineering, Inc.

Boring Log: BH- 5

South Cloverdale Road Project

Cowlitz County, Washington



Project No.: 2201064

Surface Elevation: 142.0 feet (Approx.)

Date of Boring: September 22, 2020

Boring Log: BH- 6

South Cloverdale Road Project

Cowlitz County, Washington



Foundation Engineering, Inc.

Depth Feet	Soil and Rock Description and Comments	Log	Elev. Depth	Samples	▲ SPT, N-Value ☐ Recovery	● Moisture, % RQD, %	Backfill/ Installations/ Water Table
1	ASPHALTIC CONCRETE (±8 inches).		156.9				
2	Silty GRAVEL, some sand (GM); (base rock).		0.7				
3	Soft to medium stiff sandy SILT, some gravel (ML); dark brown, moist, low plasticity, fine to coarse sand, fine to coarse subangular to subrounded gravel. (residual soil).		155.5	SS-7-1	4		Capped with AC cold patch and gravel
4			1.5				
5	Extremely weak to weak (R0 to R2) BASALTIC ANDESITE; dark red-brown to grey, decomposed to moderately weathered, recovered as very dense silty GRAVEL, some sand (GM) after disturbance from drilling and sampling, (Goble Volcanics).		152.5	SS-7-2			Backfilled with bentonite chips
6			4.5				88/10"
7				SS-7-3			50/1st 3"
8	Grades to very weak to weak (R1 to R2) below ±7.5 feet.						
9							
10	Strong (R3) BASALTIC ANDESITE; grey, moderately to slightly weathered, recovered as GRAVEL, some sand (GP) after disturbance from drilling and sampling, (Goble Volcanics).		147.0	SS-7-4			50/1st 1"
	BOTTOM OF BORING		10.0 146.9 10.1				

Project No.: 2201064

Surface Elevation: 157.0 feet (Approx.)

Date of Boring: September 23, 2020

Boring Log: BH- 7

South Cloverdale Road Project

Cowlitz County, Washington



Foundation Engineering, Inc.

Depth Feet	Soil and Rock Description and Comments	Log	Elev. Depth	Samples	▲ SPT, N-Value ■ Recovery	● Moisture, % ■ RQD., %	Backfill/ Installations/ Water Table
1	ASPHALTIC CONCRETE (±4 inches).		151.0				
2	Silty GRAVEL, some sand (GM); (base rock).		0.3				
3	Extremely weak to weak (R0 to R2) BASALTIC		149.7				
4	ANDESITE; dark red-brown to grey, decomposed to		1.3				
5	moderately weathered, recovered as very dense silty		148.5	SS-8-1			
6	GRAVEL, some sand (GM) after disturbance from drilling		2.5	CS-8-1			
7	and sampling, (Goble Volcanics).						
	Weak to strong (R2 to R4) BASALTIC ANDESITE; grey,						
	fresh, close joints are rough, irregular, open to closed,						
	and 0 to 35-degrees, (Goble Volcanics).						
	BOTTOM OF BORING		143.5				
			7.5				

Project No.: 2201064

Surface Elevation: 151.0 feet (Approx.)

Date of Boring: September 23, 2020

Boring Log: BH- 8

South Cloverdale Road Project

Cowlitz County, Washington



Foundation Engineering, Inc.

Depth Feet	Soil and Rock Description and Comments	Log	Elev. Depth	Samples	▲ SPT, N-Value ☐ Recovery	● Moisture, % ☐ RQD, %	Backfill/ Installations/ Water Table
1	ASPHALTIC CONCRETE (±4 inches).		158.0				
2	Silty GRAVEL, some sand (GM); (base rock).		0.3				
3	Extremely weak to weak (R0 to R2) BASALTIC		156.7				
4	ANDESITE; dark red-brown to grey, decomposed to moderately weathered, recovered as very dense silty GRAVEL, some sand (GM) after disturbance from drilling and sampling, (Goble Volcanics).		1.3				
5	Medium strong to very strong (R3 to R5) BASALTIC		155.5	SS-9-1			
6	ANDESITE; moderately weathered to fresh, very close to close joints are rough, irregular, and 0 to 85-degrees, (Goble Volcanics).		2.5	CS-9-1			
	BOTTOM OF BORING		152.0				
			6.0				

Project No.: 2201064

Surface Elevation: 158.0 feet (Approx.)

Date of Boring: September 23, 2020

Boring Log: BH- 9

South Cloverdale Road Project

Cowlitz County, Washington



Foundation Engineering, Inc.

Depth Feet	Soil and Rock Description and Comments	Log	Elev. Depth	Samples	▲ SPT, N-Value ☐ Recovery	● Moisture, % ☐ RQD, %	Backfill/ Installations/ Water Table
1	ASPHALTIC CONCRETE (±4 inches). Silty GRAVEL, some sand (GM); (base rock).		166.0 0.3 164.7 1.3				Capped with AC cold patch and gravel
2	Extremely weak to weak (R0 to R2) BASALTIC ANDESITE; dark red-brown to grey, decomposed to moderately weathered, recovered as very dense silty GRAVEL, some sand (GM) after disturbance from drilling and sampling, (Goble Volcanics).			SS-10-1			95/9"
3							
4				SS-10-2			50/1st 4"
5							
6							
7							
8				SS-10-3			50/1st 4"
9			157.0 9.0				
10	Medium strong to strong (R3 to R4) BASALTIC ANDESITE; slightly weathered to fresh, recovered as GRAVEL, some sand (GP) after disturbance from drilling and sampling, (Goble Volcanics). BOTTOM OF BORING		155.8 10.2	SS-10-4			50/1st 2"

Project No.: 2201064

Surface Elevation: 166.0 feet (Approx.)

Date of Boring: September 23, 2020

Boring Log: BH-10

South Cloverdale Road Project

Cowlitz County, Washington



Foundation Engineering, Inc.

Depth Feet	Soil and Rock Description and Comments	Log	Elev. Depth	Samples	▲ SPT, N-Value ■ Recovery	● Moisture, % ■ RQD, %	Backfill/ Installations/ Water Table
1	ASPHALTIC CONCRETE (±4 inches).		172.0				
2	Silty GRAVEL, some sand (GM); (base rock).		0.3				
3	Extremely weak to weak (R0 to R2) BASALTIC ANDESITE; dark red-brown to grey, decomposed to moderately weathered, recovered as very dense silty GRAVEL, some sand (GM) after disturbance from drilling and sampling, (Goble Volcanics).		170.7	SS-11-1			50/8"
4			1.3				
5				SS-11-2			50/1st 5"
6							
7							
8				SS-11-3			50/4"
9			163.0				
10	Medium strong to strong (R3 to R4) BASALTIC ANDESITE; slightly weathered to fresh, recovered as GRAVEL, some sand (GP) after disturbance from drilling and sampling, (Goble Volcanics).		9.0				
	BOTTOM OF BORING		161.9	SS-11-4			50/1st 1"
			10.1				

Project No.: 2201064

Surface Elevation: 172.0 feet (Approx.)

Date of Boring: September 23, 2020

Boring Log: BH-11

South Cloverdale Road Project

Cowlitz County, Washington



Foundation Engineering, Inc.

Comments	Depth, Feet	Sample #	Location	C, TSF	Elev. Depth	Symbol	Soil and Rock Description
Test pit excavated horizontally into existing ±50 degree cut. Depths are from top of excavation in cut to approximate road surface elevation. Yanmar PC40 excavator encountered practical digging refusal on basaltic andesite at ±2.8 feet, only able to scrape surface of cut from ±2.8 feet to 5.5 feet. No seepage or groundwater encountered to the limit of exploration.	1-	S-1-1			182.7 2.8		Extremely weak to weak (R0 to R2) BASALTIC ANDESITE; dark grey, decomposed to moderately weathered, very close to close joints are irregular, rough, open and clay infilled up ±1-inch, (Goble Volcanics).
	2-						Very weak to medium strong (R1 to R3) BASALTIC ANDESITE; dark grey to red-brown, moderately weathered, close joints are irregular, rough, open to closed and some healed, calcite veining. (Goble Volcanics).
	3-				180.0 5.5		
	4-						BOTTOM OF EXPLORATION
	5-						
	6-						
	7-						
	8-						
	9-						
	10-						
	11-						

Project No.:

2201064

Surface Elevation:

185.5 feet (Approx.)

Date of Test Pit:

September 24, 2020

Test Pit Log: TP-1

South Cloverdale Road Project

Cowlitz County, Washington

Comments	Depth, Feet	Sample #	Location	C, TSF	Elev. Depth	Symbol	Soil and Rock Description
Test pit excavated horizontally into existing ±45 degree cut. Depths are from top of excavation in cut to approximate road surface elevation.	1-	S-2-1	[Redacted]		159.3 1.0	[Symbol]	Very stiff SILT, some gravel, trace sand, scattered organics (ML); brown, low plasticity, fine to coarse sand, fine to coarse subangular to subrounded to rounded gravel, organics consist of roots, (topsoil).
	2-					[Symbol]	
	3-	S-2-2	[Redacted]			[Symbol]	Extremely weak to weak (R0 to R2) BASALTIC ANDESITE; brown to red-brown, decomposed to moderately weathered, very close to close joints are irregular, rough, open and clay infilled up to ±1-inch, some rock fragments reduce to soil when handled, (Goble Volcanics).
	4-		[Redacted]		156.0 4.3	[Symbol]	
Yanmar PC40 excavator encountered practical digging refusal on basaltic andesite at ±4.3 feet.	5-				155.0 5.3	[Symbol]	Weak to medium strong (R2 to R3) BASALTIC ANDESITE; brownish-grey, moderately weathered to fresh, close joints are irregular, rough, open to closed and some healed, calcite veining, (Goble Volcanics).
	6-						BOTTOM OF EXPLORATION
	7-						
	8-						
	9-						
No seepage or groundwater encountered to the limit of exploration.	10-						
	11-						

Project No.: 2201064

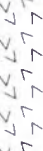
Surface Elevation: 160.3 feet (Approx.)

Date of Test Pit: September 24, 2020

Test Pit Log: TP-2

South Cloverdale Road Project

Cowlitz County, Washington

Comments	Depth, Feet	Sample #	Location	C, TSF	Elev. Depth	Symbol	Soil and Rock Description
Test pit excavated horizontally into existing ± 40 degree cut. Depths are from top of excavation in cut to approximate road surface elevation.	1-				152.5		Very stiff SILT, some gravel, trace sand, scattered organics (ML); brown, low plasticity, fine to coarse sand, fine to coarse subangular to subrounded to rounded gravel, organics consist of roots, (topsoil).
	2-				1.5		Extremely weak to weak (R0 to R2) BASALTIC ANDESITE; brown to red-brown, decomposed to moderately weathered, very close to close joints are irregular, rough, open and clay infilled up to ± 1 -inch, (Goble Volcanics).
Yanmar PC40 excavator encountered practical digging refusal on weak to medium strong (R2 to R3) basaltic andesite at ± 5 feet.	3-						
	4-						
	5-				149.0		
	6-				5.0		BOTTOM OF EXPLORATION
	7-						
	8-						
	9-						
No seepage or groundwater encountered to the limit of exploration.	10-						
	11-						

Project No.:

2201064

Surface Elevation:

154.0 feet (Approx.)

Date of Test Pit:

September 24, 2020

Test Pit Log: TP-3

South Cloverdale Road Project

Cowlitz County, Washington

Comments	Depth, Feet	Sample #	Location	C, TSF	Elev. Depth	Symbol	Soil and Rock Description
Test pit excavated horizontally into existing ±50 degree cut. Depths are from top of excavation in cut to approximate road surface elevation.	1-	S-4-1			162.8		Stiff SILT, some sand, trace gravel, scattered organics (ML); brown, low plasticity, fine sand, fine subangular to subrounded gravel, organics consist of roots and fine wood fragments, (topsoil).
	2-	S-4-2			1.0		Extremely weak (R0) TUFF; brown, decomposed to highly weathered, (Goble Volcanics).
	3-				161.1		Very weak to weak (R1 to R2) BASALTIC ANDESITE; light grey, moderately weathered, very close to close joints are irregular, rough, open to closed and clay infilled up to ±1-inch, (Goble Volcanics).
	4-	S-4-3			2.7		
	5-				158.8		
	6-			5.0		Medium strong (R3) BASALTIC ANDESITE; grey, slightly weathered to fresh, close joints are irregular, rough, open to closed and some healed, calcite veining, (Goble Volcanics).	
	7-			158.0			
	8-			5.8			
	9-						
	10-						
	11-						
No seepage or groundwater encountered to the limit of exploration.							

Project No.:2201064

Surface Elevation:163.8 feet (Approx.)

Date of Test Pit:September 24, 2020

Test Pit Log: TP-4

South Cloverdale Road Project

Cowlitz County, Washington

Comments	Depth, Feet	Sample #	Location	C, TSF	Elev. Depth	Symbol	Soil and Rock Description
Test pit excavated horizontally into existing ±20 degree cut. Depths are from top of excavation in cut to approximate road surface elevation. Yanmar PC40 excavator encountered practical digging refusal on medium strong (R3) basaltic andesite at ±3.5 feet. No seepage or groundwater encountered to the limit of exploration.	1-	S-5-1			161.0		Medium stiff sandy SILT, some gravel, scattered cobbles and boulders and organics (ML); brown, low plasticity, fine to coarse sand, fine to coarse angular to subrounded gravel, organics consist of roots, (topsoil).
	2-	S-5-2			1.5		Weak (R2) BASALTIC ANDESITE; light grey, moderately weathered, very close to close joints are irregular, rough, open and clay infilled up to ±1-inch, (Goble Volcanics).
	3-						
	4-				159.0		BOTTOM OF EXPLORATION
	5-				3.5		
	6-						
	7-						
	8-						
	9-						
	10-						
	11-						

Project No.:

2201064

Surface Elevation:

162.5 feet (Approx.)

Date of Test Pit:

September 24, 2020

Test Pit Log: TP-5

South Cloverdale Road Project

Cowlitz County, Washington

Project No.: 2201064

Surface Elevation: 162.5 feet (Approx.)

Date of Test Pit: September 24, 2020

Comments	Depth, Feet	Sample #	Location	C, TSF	Elev., Depth	Symbol	Soil and Rock Description
Test pit excavated horizontally into existing ±20 degree cut. Depths are from top of excavation in cut to approximate road surface elevation. Yanmar PC40 excavator encountered practical digging refusal on weak to medium strong (R2 to R3) basaltic andesite at ±3.3 feet. No seepage or groundwater encountered to the limit of exploration.	1-	S-6-2			152.1		Stiff sandy SILT, some gravel with cobbles and boulders (ML); brown, dry, low plasticity, fine to coarse sand, fine to coarse angular to subrounded gravel, (residual soil).
	2-				0.3		Weak (R2) BASALTIC ANDESITE; light grey, moderately weathered, very close to close joints are open and clay infilled up to ±1-inch, (Goble Volcanics).
	3-				149.0		
	4-				3.3		BOTTOM OF EXPLORATION
	5-						
	6-						
	7-						
	8-						
	9-						
	10-						
	11-						

Project No.:

2201064

Surface Elevation:

152.3 feet (Approx.)

Date of Test Pit:

September 24, 2020

Test Pit Log: TP-6

South Cloverdale Road Project

Cowlitz County, Washington

Project No.: 2201064

Surface Elevation: 152.3 feet (Approx.)

Date of Test Pit: September 24, 2020

Comments	Depth, Feet	Sample #	Location	C, TSF	Elev. Depth	Symbol	Soil and Rock Description		
Test pit excavated horizontally into existing ±50 degree cut. Depths are from top of excavation in cut to approximate road surface elevation. Yanmar PC40 excavator encountered practical digging refusal on basaltic andesite at ±2.8 feet, only able to scrape surface of cut from ±2.8 feet to 6 feet. No seepage or groundwater encountered to the limit of exploration.	1-	S-7-1			177.8 0.3		Stiff sandy SILT, some gravel (ML); brown, dry, low plasticity, fine to coarse sand, fine to coarse angular to subrounded gravel, (residual soil).		
	2-				S-7-2				Weak (R2) BASALTIC ANDESITE; light grey, moderately weathered, very close to close joints are open and clay infilled up to ±1-inch, (Goble Volcanics).
	3-								175.2 2.8
	4-								
	5-	172.0 6.0		BOTTOM OF EXPLORATION					
	6-								
	7-								
	8-								
	9-								
	10-								
	11-								

Project No.:

2201064

Surface Elevation:

178.0 feet (Approx.)

Date of Test Pit:

September 24, 2020

Test Pit Log: TP-7

South Cloverdale Road Project

Cowlitz County, Washington



Photo 1: BH-1, Box 1 of 1, 5.0 ft. to 10.0 ft.



Photo 2: BH-2, Box 1 of 1, 2.0 ft. to 7.0 ft.



Photo 3: BH-3, Box 1 of 1, 16.0 ft. to 21.0 ft.



Photo 4: BH-5, Box 1 of 1, 30.0 ft. to 35.0 ft.

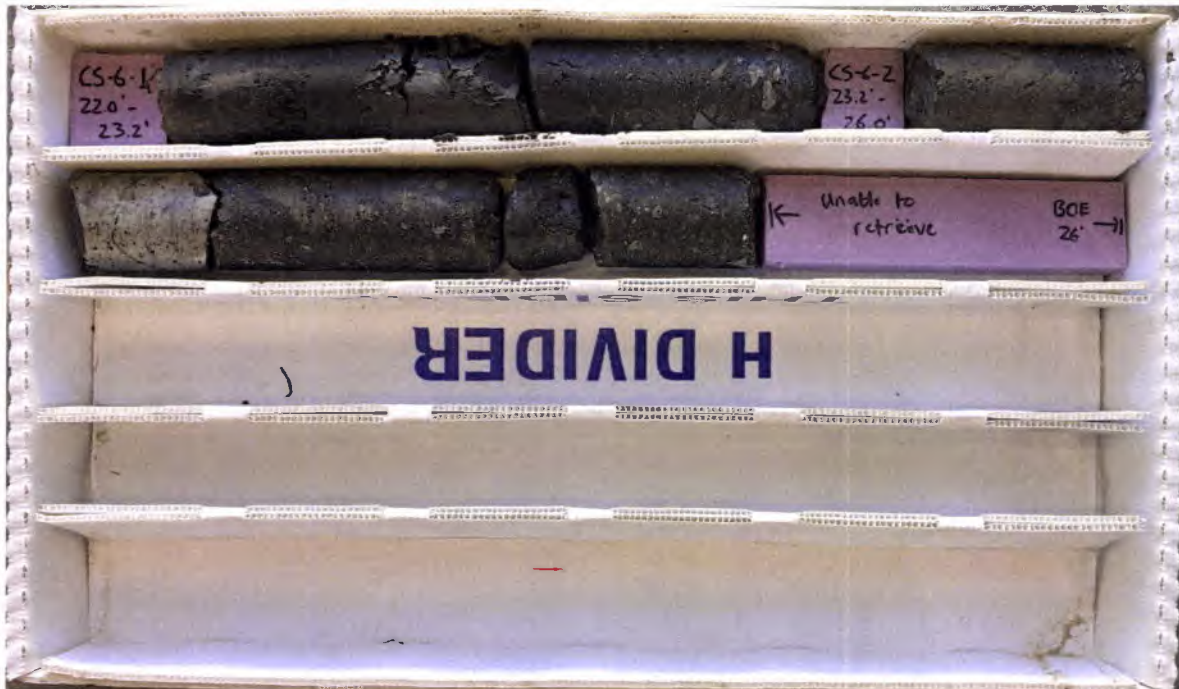


Photo 5: BH-6, Box 1 of 1, 22.0 ft. to 26.0 ft.



Photo 6: BH-8, Box 1 of 1, 2.5 ft. to 7.5 ft.



Photo 7: BH-9, Box 1 of 1, 2.5 ft. to 5.0 ft.



Photo 1: Test Pit TP-1



Photo 2: Test Pit TP-2



Photo 3: Test Pit TP-3



Photo 4: Test Pit TP-4



Photo 5: Test Pit TP-5



Photo 6: Test Pit TP-6



Photo 7: Test Pit TP-7



Appendix C

Laboratory Testing

Foundation Engineering, Inc.
South Cloverdale Road Project
Project No.: 2201064

**Table 1C. Moisture Contents (ASTM D 2216), Percent Fines (ASTM D 1140),
& Atterberg Limits (ASTM D 4318)**

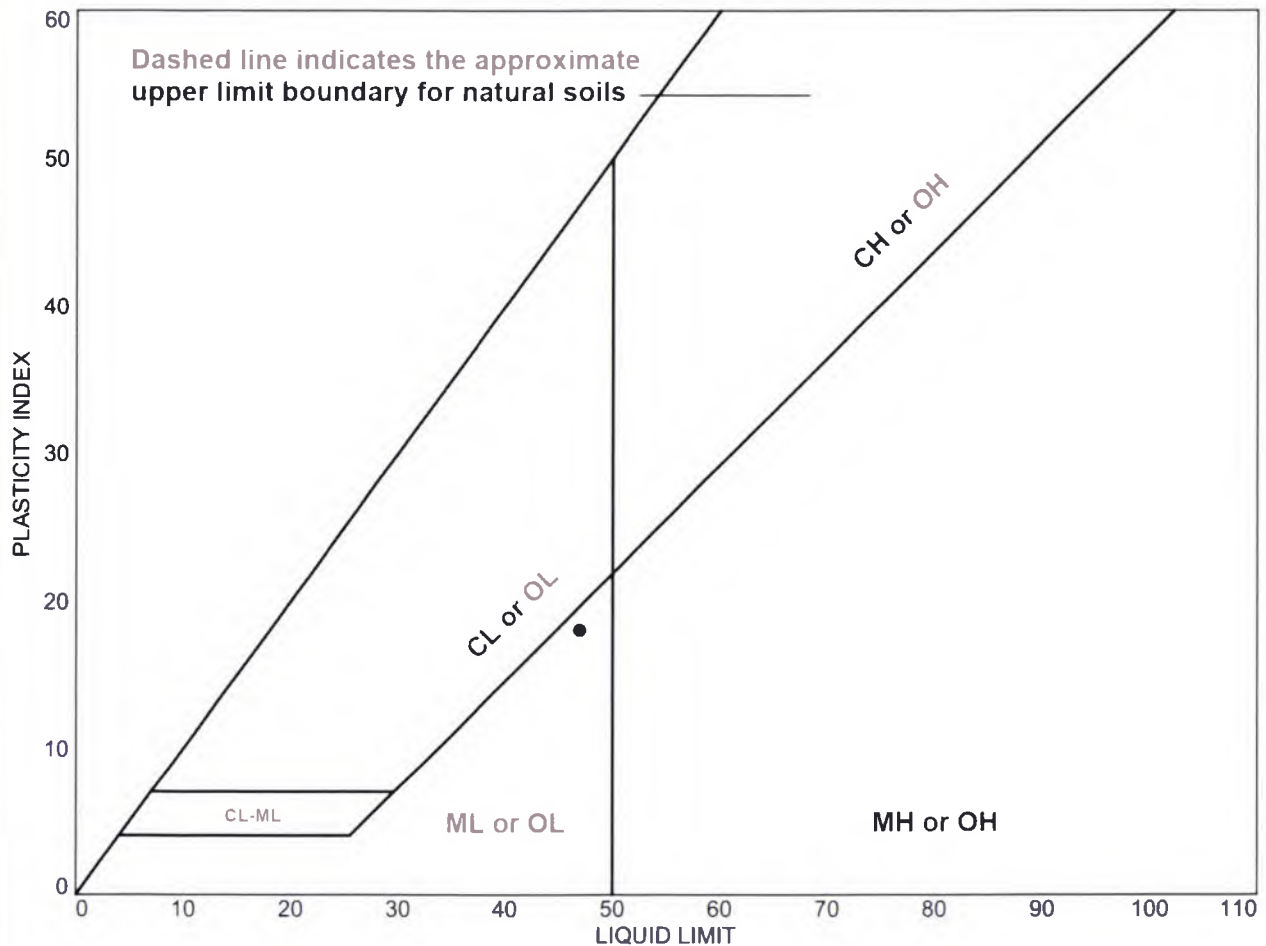
Sample Number	Sample Depth (ft)	Moisture Content (percent)	% Fines	Atterberg Limits			USCS Classification
				LL	PL	PI	
SS-3-3	7.5	22.7	64.6	-	-	-	ML
SS-5-3	7.5	33.7	19.7	-	-	-	SC
SS-6-2	5	28.4	43.7	-	-	-	SC
SS-6-6	15	29.9	-	47	29	18	ML

Foundation Engineering, Inc.
South Cloverdale Road Project
Project No.: 2201064

Table 2C. Summary of Unconfined Compression Test Results

Sample Designation	Depth (ft)	Unconfined Compressive Strength, q_u (psi)	R-Value	Strength
CS-3-1	16.5 – 16.8	10,072	R4	Strong
CS-5-1	31.6 – 31.9	3,148	R2	Weak
CS-8-1	3.75 – 4.15	2,958	R2	Weak
CS-9-1	5.45 – 5.85	31,157	R5	Very Strong

LIQUID AND PLASTIC LIMITS TEST REPORT



SOIL DATA								
SYMBOL	SOURCE	SAMPLE NO.	DEPTH	NATURAL WATER CONTENT (%)	PLASTIC LIMIT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	USCS
●	8020	SS-6-6	15'	29.9	29	47	18	ML

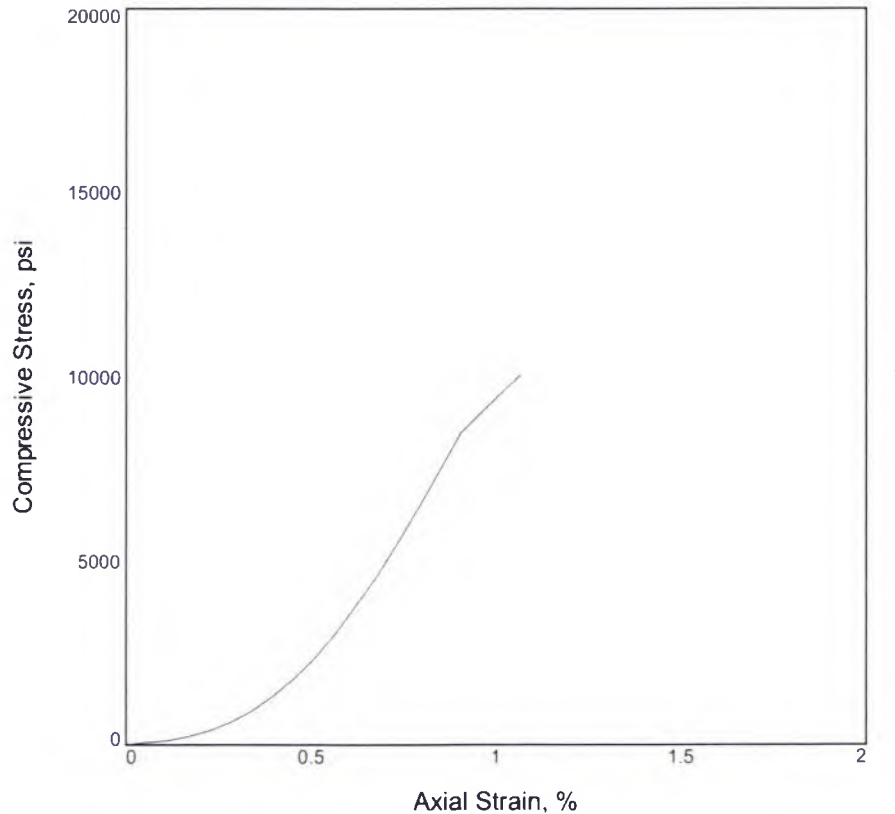
FEI Testing & Inspection, Inc.
Corvallis, OR

Client: Foundation Engineering, Inc. (Project No.2201064)
Project: South Cloverdale Road

Project No.: 2206001-634

Figure 1C

UNCONFINED COMPRESSION TEST



Sample No.	1
Unconfined strength, psi	10071.99
Undrained shear strength, psi	5035.99
Failure strain, %	1.1
Strain rate, %/min.	0.25
Water content, %	1.0
Wet density, pcf	174.3
Dry density, pcf	172.6
Saturation, %	92.7
Void ratio	0.0308
Specimen diameter, in.	2.38
Specimen height, in.	4.42
Height/diameter ratio	1.86

Description:

LL =	PL =	PI =	Assumed GS= 2.85	Type:

Project No.: 2206001-634

Date Sampled:

Remarks:

L/D Ratio - 1.860:1

Client: Foundation Engineering, Inc. (Project No.2201064)

Project: South Cloverdale Road

Source of Sample: 8020

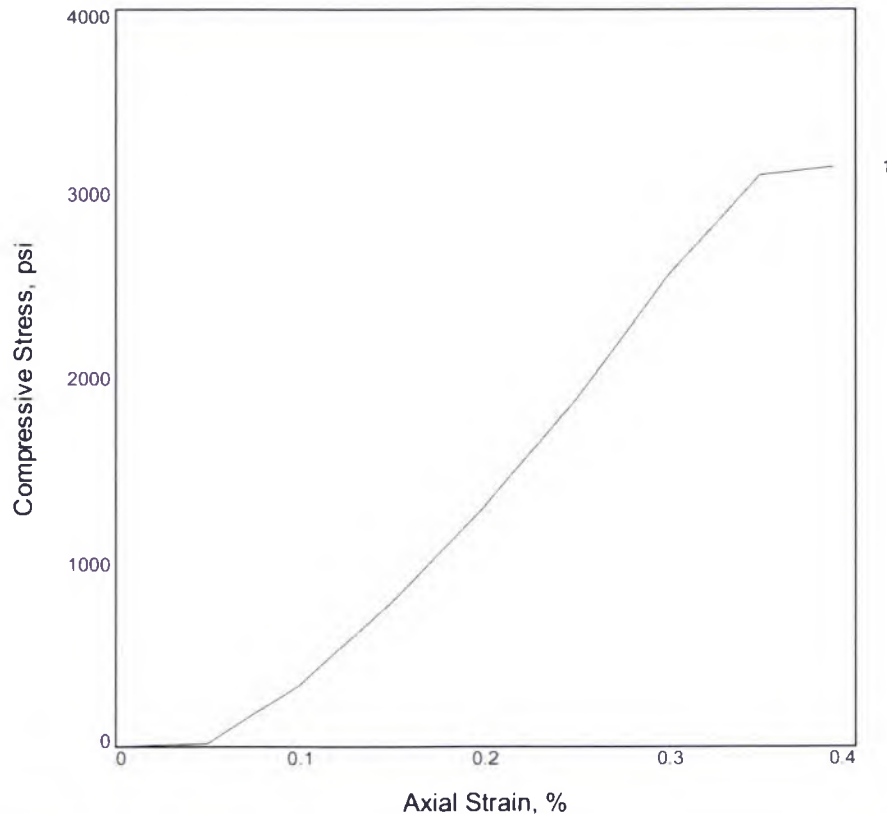
Depth: 16.5'-16.8'

Sample Number: CS-3-1

UNCONFINED COMPRESSION TEST
FEI Testing & Inspection, Inc.
Corvallis, OR

Figure 2C

UNCONFINED COMPRESSION TEST



Sample No.	1
Unconfined strength, psi	3148.31
Undrained shear strength, psi	1574.15
Failure strain, %	0.4
Strain rate, %/min.	0.25
Water content, %	5.1
Wet density, pcf	160.1
Dry density, pcf	152.4
Saturation, %	86.8
Void ratio	0.1678
Specimen diameter, in.	2.37
Specimen height, in.	5.02
Height/diameter ratio	2.12

Description:

LL =	PL =	PI =	Assumed GS= 2.85	Type:

Project No.: 2206001-634

Date Sampled:

Remarks:

Client: Foundation Engineering, Inc. (Project No.2201064)

Project: South Cloverdale Road

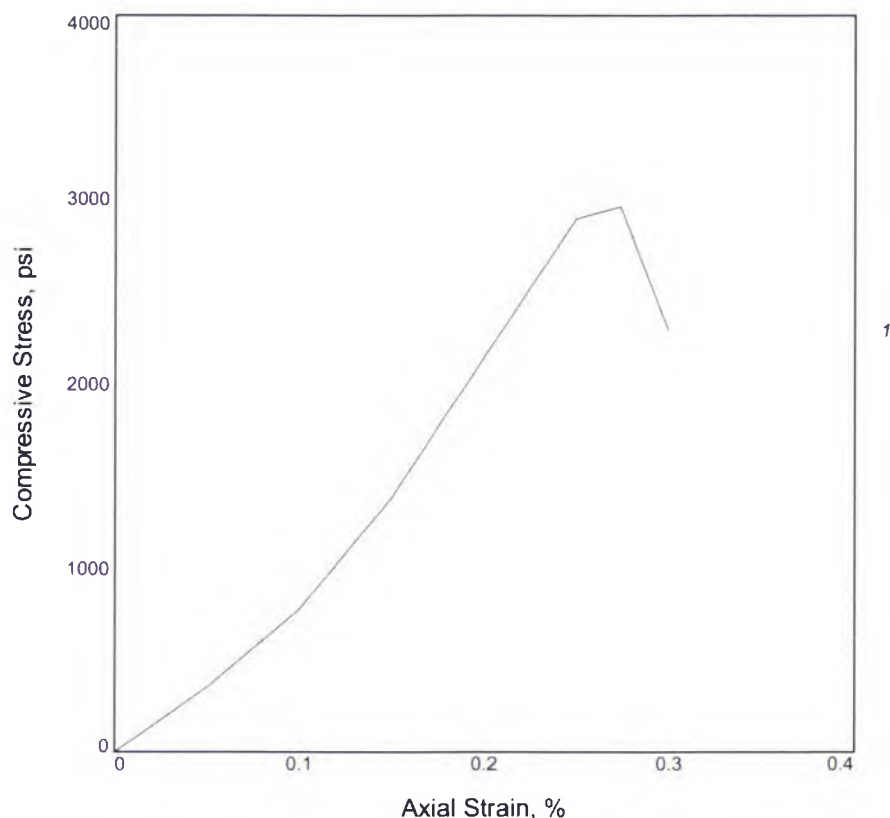
Source of Sample: 8020 **Depth:** 31.55'-31.95'

Sample Number: CS-5-1

UNCONFINED COMPRESSION TEST
FEI Testing & Inspection, Inc.
Corvallis, OR

Figure 3C _____

UNCONFINED COMPRESSION TEST



Sample No.	1
Unconfined strength, psi	2957.70
Undrained shear strength, psi	1478.85
Failure strain, %	0.3
Strain rate, %/min.	0.25
Water content, %	3.7
Wet density, pcf	165.1
Dry density, pcf	159.2
Saturation, %	89.5
Void ratio	0.1175
Specimen diameter, in.	2.38
Specimen height, in.	5.01
Height/diameter ratio	2.11

Description:

LL =	PL =	PI =	Assumed GS= 2.85	Type:

Project No.: 2206001-634

Date Sampled:

Remarks:

Client: Foundation Engineering, Inc. (Project No.2201064)

Project: South Cloverdale Road

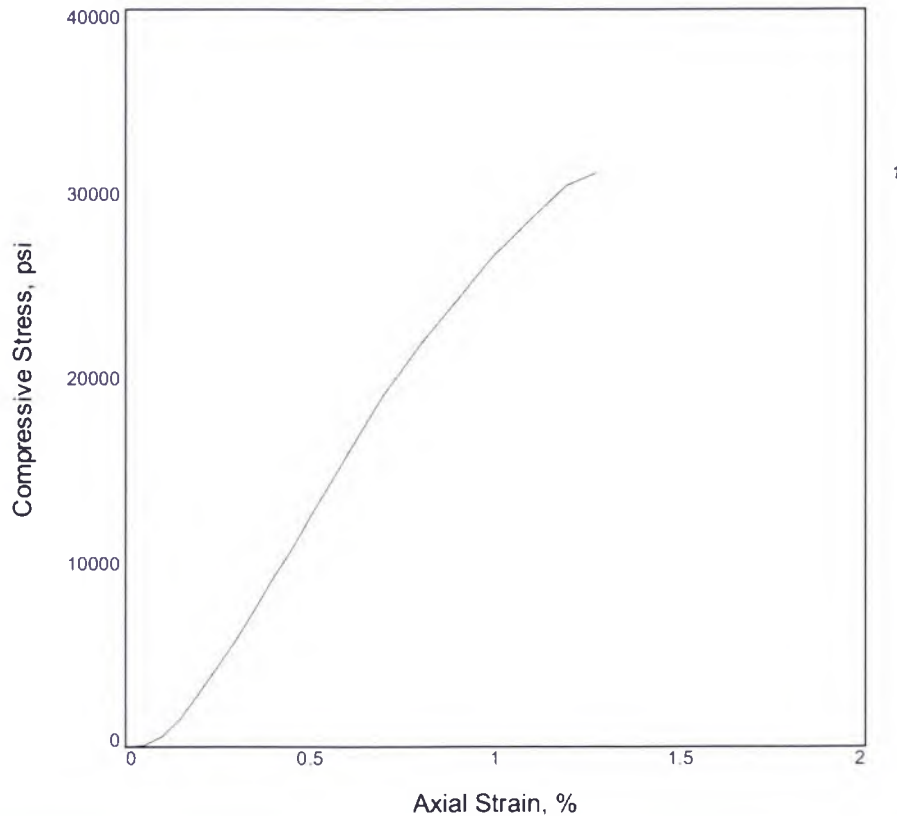
Source of Sample: 8020 **Depth:** 3.75'-4.15'

Sample Number: CS-8-1

UNCONFINED COMPRESSION TEST
FEI Testing & Inspection, Inc.
Corvallis, OR

Figure 4C

UNCONFINED COMPRESSION TEST



Sample No.	1
Unconfined strength, psi	31156.50
Undrained shear strength, psi	15578.25
Failure strain, %	1.3
Strain rate, %/min.	0.25
Water content, %	0.9
Wet density, pcf	173.2
Dry density, pcf	171.6
Saturation, %	68.6
Void ratio	0.0366
Specimen diameter, in.	2.39
Specimen height, in.	5.03
Height/diameter ratio	2.11

Description:

LL =	PL =	PI =	Assumed GS= 2.85	Type:

Project No.: 2206001-634

Date Sampled:

Remarks:

Client: Foundation Engineering, Inc. (Project No.2201064)

Project: South Cloverdale Road

Source of Sample: 8020 **Depth:** 5.45'-5.85'

Sample Number: CS-9-1

UNCONFINED COMPRESSION TEST
FEI Testing & Inspection, Inc.
Corvallis, OR

Figure 5C

Appendix D

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: June 17, 2024

Project End Date: June 16, 2029

Permit Number: 2024-5-66+01

FPA/Public Notice Number: N/A

Application ID: 34896

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
Cowlitz County Department of Public Works ATTENTION: Chris Andrews 1600 13th Avenue South Kelso, WA 98626	WSP USA ATTENTION: Dustin Day 1207 Washington Street, Ste 115 Vancouver, WA 98660-3231

Project Name: South Cloverdale Road Improvements

Project Description: The project will widen Cloverdale and replace two undersized, fish passage barrier culverts with new open-bottom culverts that will provide fish passage. The project consists of the following improvements:

- Widening the alignment rightofway to accommodate two 11-foot travel lanes and two 4- to 6-foot paved shoulders.
- Removing the existing undersized concrete culvert on a tributary to Schoolhouse Creek and installing a new open bottom, three-sided precast concrete culvert.
- Removing the existing undersized four-sided, concrete box culvert on Bybee Creek and installing a new open-bottom, steel arch culvert.
- Installation of a new precast concrete block wall near the intersection with Todd Road.
- Installation of stormwater dispersion features on either side of Bybee Creek to provide infiltration and dispersion of stormwater runoff.
- Carrying out project-related aquatic compensatory mitigation.

The project will use typical road construction techniques to excavate unsuitable foundation material, construct an embankment, surface and pave the roadway, construct a roadside drainage system, and replace two culverts. Following the removal of the old fill material and the construction of the culvert, retaining walls, and new road surface, any disturbed areas will be stabilized with native plants and seed mixes consistent with local requirements.

PROVISIONS

TIMING - PLANS - INVASIVE SPECIES CONTROL

1. TIMING LIMITATION: Work below the ordinary high water line can occur between July 16 and September 30.
2. RE-VEGETATION: You must complete re-vegetation during the first dormant season (late fall through late winter) after project completion per the approved plan. Monitor the success of the re-vegetation to ensure no less than 80% survival for at least 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, including:
 - "South Cloverdale Road Improvements," (APP ID 34896) received May 7, 2024, and
 - "Construction Plan Bid Set 052824.pdf" May 29, 2024, and



HYDRAULIC PROJECT APPROVAL

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: June 17, 2024

Project End Date: June 16, 2029

Permit Number: 2024-5-66+01

FPA/Public Notice Number: N/A

Application ID: 34896

- "ESA Final Spec Package 06032024.docx" received June 3, 2024

except as modified by 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 projects.

9. Station equipment used for this project landward of the ordinary high water line.

10. This Hydraulic Project Approval authorizes only the removal of the large woody vegetation shown in the approved plan. Clearly mark all large woody vegetation authorized for removal before starting work.

11. 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.

12. 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.

13. If wet or muddy conditions exist, in or near a riparian zone or wetland area, use equipment that reduces ground pressure.

14. Check equipment daily for leaks and complete any required repairs in an upland location before using the equipment in or near the water.

15. Use environmentally acceptable lubricants composed of biodegradable base oils such as vegetable oils, synthetic esters, and polyalkylene glycols in equipment operated in or near the water.

CONSTRUCTION-RELATED SEDIMENT, EROSION AND POLLUTION CONTAINMENT



HYDRAULIC PROJECT APPROVAL

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
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Issued Date: June 17, 2024

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Permit Number: 2024-5-66+01

FPA/Public Notice Number: N/A

Application ID: 34896

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. 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.
26. Do not stockpile construction material waterward of the ordinary high water line.
27. Use only clean, suitable material as fill material (no trash, debris, car bodies, tires, asphalt, concrete, etc.).
28. 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.
29. 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.

IN-WATER WORK AREA ISOLATION USING A TEMPORARY BYPASS

30. Isolate fish from the work area by using either a total or partial bypass to reroute the stream through a temporary channel or pipe.
31. Sequence the work to minimize the duration of dewatering.
32. 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.
33. Design the temporary bypass to minimize the length of the dewatered stream channel.
34. During all phases of bypass installation and decommissioning, maintain flows downstream of the project site to ensure survival of all downstream fish.
35. Install a cofferdam or similar device at the upstream and downstream end of the bypass to prevent backwater from entering the work area.
36. Return diverted water to the channel immediately downstream of the work area. Dissipate flow energy from the



HYDRAULIC PROJECT APPROVAL

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: June 17, 2024

Project End Date: June 16, 2029

Permit Number: 2024-5-66+01

FPA/Public Notice Number: N/A

Application ID: 34896

diversion to prevent scour or erosion of the channel and bank.

37. 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.

38. Isolate pump hose intakes with block nets so that fish cannot get near the intake.

39. 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.

40. The fish screen must remain in place whenever water is withdrawn from the stream through the pump intake.

41. Remove fish screens on dewatering pumps in the isolated work area only after all fish are safe and excluded from the work area.

FISH LIFE REMOVAL

42. All persons participating in capture and removal must have training, knowledge, and skills in the safe handling of fish life.

43. If electrofishing is conducted, a person with electrofishing training must be on-site to conduct or direct all electrofishing activities.

44. Capture and safely move fish life from the work areas to the nearest suitable free-flowing water.

CULVERTS

45. The authorized culvert at the Schoolhouse Creek tributary is a bottomless concrete box culvert based on stream simulation design guidance. The authorized culvert at Bybee Creek is a bottomless steel arch culvert based on stream simulation design guidance.

46. Install and maintain the culverts to ensure unimpeded fish passage.

47. Establish the culvert invert elevations with reference points or benchmarks created prior to starting work on this project. Clearly mark and preserve the reference points for post-project compliance. Before backfilling, confirm the invert elevations, 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).

48. As shown on the approved plans, the length of the culvert at the Schoolhouse Creek tributary must not exceed 50 feet and the length of the culvert at Bybee Creek must not exceed 122 feet.

49. The width between the culvert footings inside the culvert at the Schoolhouse Creek tributary must be equal to or greater than 18 feet. The width between the culvert footings inside the culvert at Bybee Creek must be equal to or greater than 33 feet.

50. Size streambed material to mimic the stream's natural gradation as found in nearby reference channel reaches. Place a material according to the approved plans. For the majority of the streambed, use a well-graded mix of 4-inch streambed cobbles (30%), 12-inch streambed cobbles (30%) and streambed sediment (40%). Include fine materials to ensure surface flow. Larger Type 2 (12 - 18 inches) boulders are authorized for limited use creating bands across the streambed.

51. The streambeds must include sinuous low-flow channels expected under common conditions in the reaches and high-flow benches on both sides of the culverts.



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52. Protect structural fill associated with the culvert installation from erosion to the 100-year peak flow.
53. Approach material must be structurally stable and composed of material that if eroded into the water will not harm fish life.
54. The owner(s) must maintain the culverts to ensure they provide continued, unimpeded fish passage. If the culverts become hindrances to fish passage, the owner must obtain an Hydraulic Project Approval and provide prompt repair.
55. Embed the top of footings of bottomless culverts sufficiently below potential scour depth to prevent exposure of the footing surface and undermining.
56. Set the stream simulation culverts at the same gradient as the prevailing stream gradient of 6.8% for the Schoolhouse Creek tributary and 7.2% for Bybee Creek.

LARGE WOODY MATERIAL

57. Place large wood or other materials consistent with natural stream processes waterward of the ordinary high water line as shown in the approved plans.
58. Place the fish habitat structures such that some will engage the low flow channel.

DEMOBILIZATION AND CLEANUP

59. 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.
60. 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.
61. To prevent fish from stranding, backfill trenches, depressions, and holes in the bed that may entrain fish during high water or wave action.
62. 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.
63. Stabilize the bed with clean material sized to match undisturbed sediments.
64. Seed areas disturbed by construction activities with a native seed mix suitable for the site that has at least one quick-establishing plant species.
65. Replace native riparian zone and aquatic vegetation, and wetland vascular plants (except noxious weeds) damaged or destroyed by construction using a proven methodology.
66. Complete planting of riparian vegetation during the first dormant season (late fall through late winter) after project completion per the approved planting 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.
67. Upon completion of the project, remove all materials or equipment from the site and dispose of all excess spoils and waste materials in an upland area above the limits of anticipated floodwater.
68. Return water flow slowly to the in-water work areas 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.
69. Remove temporary erosion and sediment control methods after job site is stabilized or within three months of project completion, whichever is sooner.

LOCATION #1:	Site Name: Bybee Creek Culvert Replacement , Kalama, WA



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WORK START: June 17, 2024		WORK END: June 16, 2029				
<u>WRIA</u>		<u>Waterbody:</u>			<u>Tributary to:</u>	
27 - Lewis		Unknown Stream Number			Unknown	
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
	28	06 N	01 W	45.982953	-122.81185	Cowlitz
<u>Location #1 Driving Directions</u>						
Head south on I-5 S from Kalama, WA Take exit 27 toward Todd Road/Port of Kalama Turn left onto Dupont Road/Robb Road Turn right onto Todd Road Turn right onto South Cloverdale Road						
LOCATION #2:		Site Name: Stream "A" Culvert Replacement , Kalama, WA				
WORK START: June 17, 2024		WORK END: June 16, 2029				
<u>WRIA</u>		<u>Waterbody:</u>			<u>Tributary to:</u>	
27 - Lewis		Unknown Stream Number			Unknown	
<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
	28	06 N	01 W	45.976751	-122.814156	Cowlitz
<u>Location #2 Driving Directions</u>						
Head south on I-5 S from Kalama, WA Take exit 27 toward Todd Road/Port of Kalama Turn left onto Dupont Road/Robb Road Turn right onto Todd Road Turn right onto South Cloverdale Road						

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.



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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.

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



HYDRAULIC PROJECT APPROVAL

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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.

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.



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Habitat Biologist

George.Fornes@dfw.wa.gov

George Fornes

360-906-6731

A handwritten signature in black ink that reads "George Fornes".

for Director

WDFW

Appendix E

Nationwide Permit 23 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

June 13, 2022

Chris Andrews
Cowlitz County Department of Public Works
1600 13th Avenue South
Kelso, Washington 98626

Reference: NWS-2022-153
Cowlitz County Dept. of
Public Works
(South Cloverdale Road
Improvements)

Dear Mr. Andrews:

We have reviewed your application to conduct road improvements by installing a steel arch culvert and discharging up to 363 cubic yards (CY) of material in Bybee Creek permanently impacting up to 522 square feet of wetland, and a three-sided precast concrete culvert with up to 96 CY of discharge in 'Stream A'; both located near Kalama, Cowlitz County, Washington. Based on the information you provided to us, Nationwide Permit (NWP) 23, *Approved Categorical Exclusions* (Federal Register December 27, 2021 Vol. 86, No. 245), authorizes your proposal as depicted on the enclosed drawings dated February 2022.

In order for this authorization to be valid, you must ensure the work is performed in accordance with the enclosed *NWP 23, Terms and Conditions* and the following special conditions:

a. You must implement and abide by the Endangered Species Act (ESA) requirements and/or agreements set forth in the *Endangered Species Evaluation, No Effect Determination, South Cloverdale Road Improvements*, dated December 29, 2021, in its entirety. The Federal Highway Administration made a determination of No Effect for all species and critical habitat based on this document. Failure to comply with the commitments made in this document constitutes non-compliance with the ESA and your Corps permit.

b. You shall implement and abide by the *South Cloverdale Road Project, (Project No. 1235), Cowlitz County, Washington* dated December 2021, and obtain mitigation

bank credits from the Coweeman River Joint Wetland and Conservation Bank in accordance with Table 8 of the Bank Use Plan.

c. You shall obtain from the Coweeman Joint Wetland and Conservation Bank sponsor documentation of the completed mitigation bank transaction. You shall submit to the U.S. Army Corps of Engineers, Seattle District, Regulatory Branch documentation on the completed mitigation bank transaction prior to performing work in waters of the U.S. authorized by this permit. All submittals must prominently display the reference number NWS-2022-153.

The Federal Highway Administration completed no effect determinations for the National Historic Preservation Act, Section 7 of the Endangered Species Act (ESA), and Magnuson Stevens Act essential fish habitat (EFH) for its involvement in 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 general 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.

Please note that National General Condition 21, *Discovery of Previously Unknown Remains and Artifacts*, found in the *Nationwide Permit Terms and Conditions* enclosure, details procedures that must be followed should an inadvertent discovery occur. You must ensure that you comply with this condition during the construction of your project.

The authorized work complies with the Washington State Department of Ecology's (Ecology) Water Quality Certification (WQC) requirements 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.

We have reviewed your project pursuant to the requirements of Section 14 of the Rivers and Harbors Act of 1899 as codified at 33 U.S.C.408 (Section 408). It has been determined that the activities authorized do not impair the usefulness of the U.S. Army Corps of Engineers Navigation project and is not injurious to the public interest.

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 Mr. Dustin Day, WSP USA Inc., via email at dustin.day@wsp.com. If you have any questions, please contact me at danette.l.guy@usace.army.mil or (206) 348-3999.

Sincerely,



Danette L. Guy, Senior Project Manager
Regulatory Branch

Enclosures

cc:

Ecology (ecyrefedpermits@ecy.wa.gov)

USFWS (wfwoclap@fws.gov)

NMFS (owco.wa.consultationrequest@noaa.gov)



US Army Corps
of Engineers ®
Seattle District

CERTIFICATE OF COMPLIANCE WITH DEPARTMENT OF THE ARMY PERMIT



Permit Number: NWS-

Name of Permittee: _____

Date of Issuance: _____

Upon completion of the activity authorized by this permit, please check the applicable boxes below, date and sign this certification, and return it to the following email or mailing address:

NWS.Compliance@usace.army.mil

OR

Department of the Army
U.S. Army Corps of Engineers Seattle
District, Regulatory Branch
4735 E. Marginal Way S, Bldg 1202
Seattle, Washington 98134-2388

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with the terms and conditions of your authorization, your permit may be subject to suspension, modification, or revocation.

☐	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 F

Critical Areas Report from Cowlitz County Department of Building and Planning



DEPARTMENT OF BUILDING AND PLANNING

207 Fourth Avenue North
Kelso, WA 98626
TEL (360) 577-3052
FAX (360) 414-5550
www.co.cowlitz.wa.us/buildplan

Board of County Commissioners
Arne Mortensen District 1
Dennis P. Weber District 2
John Jabusch District 3

CRITICAL AREAS PERMIT

Permit Number 0002950-002

Applicant: Chris Andrews
1600 13th Avenue South
Kelso, WA 98626

Associated Permit Number(s): 0002950-001 (Planning Clearance) 0002950-003 (SEPA)

Project Address: 1736 South Cloverdale Road, Kalama

Parcel Number(s): WC2814002

Legal Description: 28-6N-1W

Impacted Critical Area(s) Type F (Riparian Fish-Bearing Stream), Wetlands, geologic hazard areas, and CARAs.

Mitigation Required: Yes, as outlined in the Critical Areas Report

Associated Water Body: Unnamed Type-F stream, Bybee Creek Type-F stream

Development Type: Culvert Replacement, road improvements.

Staff Reviewer: Travis Kephart, Assist. Environmental Planner

Issuance Date: January 20th, 2022

Project Description:

Applicant proposes to remove an existing undersized concrete culvert on an unnamed tributary to Schoolhouse Creek, and replacing it with an open-bottom three sided precast concrete culvert. Replace the existing undersized four-sided concrete box culvert on Bybee Creek and installing a new open-bottom steel arch culvert. Work will also include widening the alignment right-of-way to accommodate two 11-foot lanes and two 4-6 foot paved shoulders. Improving sight distance near the intersection of South Cloverdale Road and Confer Road by horizontal and vertical road realignment. Additional installing of a new precast concrete

block wall near the intersection with Todd Road. Installations of storm water dispersion features on either side of Bybee Creek to provide detention and management of storm water runoff.

Discussion:

The applicant submitted a Critical Areas Report prepared by WSP USA, dated March 2022, in support of this application. The assessment meets the requirements of CCC 19.15.130 (Fish and Wildlife Conservation Areas) for the proposed actions. Conclusions and recommendations of the assessment are relied upon for the review and approval of this project. In regards to the mapped wetlands, the ordinary high-water mark of the unnamed tributary and Bybee Creek was marked in the field with blue flagging. Ecological Land Services did not find wetlands in the study area. The riverine areas of unnamed creek and Bybee Creek were investigated and the OHWM was delineated in the field. The project will require authorization from WDFW in the form of Hydraulic Project Approval.

State Environmental Policy Act [SEPA] Review

In accordance with the Cowlitz County Code (CCC) Chapter 19.15.130 all fish and wildlife habitat conservation areas are required to comply with the State Environmental Policy Act per CC Chapter 19.11. Cowlitz County Issued a Determination of Non-Significance on June 6, 2022 with a 14-day comment period ending January 20, 2022. Comments were received from the Washington State Department of Ecology (ECY), WDFW, and a resident at 1741 South Cloverdale road . These comments were general in nature. Compliance with SEPA has been achieved.

Riparian Habitat Area: The applicant submitted a Critical Areas Report, and a Bank Use Plan both prepared by WSP USA dated December, 2021, in support of this application. The assessment meets the requirements of CC 19.15.130 and the conclusions and recommendations of the assessment are relied upon for the review and approval of this project. The assessment outlines mitigation techniques to minimize permanent impacts on the RHA. "Impacts of the RHA will be restored through the removal of asphalt and subgrade and the planting of native grass, shrubs, and trees in the old road location." Avoidance, minimization, and mitigation will achieve no net loss of habitat functions, as described in the bank use plan (see Table 7 & Table 8, WSP 2022) Based on the project specific conclusions and proposed mitigation, the critical areas review for the RHA impacts is complete.

Conclusion:

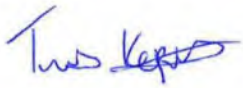
Based on the development recommendations and conclusions of the Critical Areas Report, and Bank Use Plan review for the proposed project is hereby approved, subject to the following conditions of approval:

Conditions of Approval:

- 1) Development associated with this project must follow the development recommendations, mitigation measures and conclusions contained in the "Critical Areas Report" prepared by WSP USA, dated March, 2022.
- 2) Development associated with this project must follow the development recommendations, mitigation measures and conclusions contained in the "Bank Use Plan" prepared by WSP USA, dated December, 2021

- 3) The permittee shall provide a copy of this critical areas permit, conditions, and drawings to all contractors performing any of the authorized work.
- 4) Representatives from this department shall be allowed to inspect the authorized activity at any time deemed necessary to ensure that the project is being, or has been, accomplished in accordance with the terms and conditions of this permit.
- 5) All disturbed soils shall be stabilized in a timely manner utilizing best management practices and excess cut/fill shall be disposed of at an approved offsite location.
- 6) The project will be constructed during the in-water work window specified by WDFW, which is August 1 through 31.
- 7) The permittee must contact the Building and Planning Department to discuss any substantive plan changes or project modifications prior to implementation.

Sincerely,



Travis Kephart
Environmental Planner

Encl.: Critical Areas Report, WSP USA, March, 2022
Bank Use Plan, WSP USA, December, 2021

Appendix G

Construction Stormwater General Permit



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47600, Olympia, WA 98504-7600 • 360-407-6000

October 22, 2024

Chris Andrews
Cowlitz County Department of Public Works
1600 S 13th Ave
Kelso, WA 98626-2851
Sent by email only: andrewsc@cowlitzwa.gov

RE: Coverage under the Construction Stormwater General Permit

Permit number:	WAR314023
Site Name:	South Cloverdale Road
Location:	S Cloverdale Rd between Todd & Confer Rds
	Kalama County: Cowlitz
Disturbed Acres:	4.5

Dear Chris Andrews:

The Washington State Department of Ecology (Ecology) received your Notice of Intent for coverage under Ecology's Construction Stormwater General Permit (CSWGP). This is your permit coverage letter. Your permit coverage is effective October 22, 2024.

Retain this letter as an official record of permit coverage for your site. You may keep your records in electronic format if you can easily access them from your construction site. You can get the CSWGP, permit forms, and other information at Ecology's [CSWGP eCoverage Packet webpage](#)¹. Contact your Permit Administrator, listed below, if you want a copy of the CSWGP mailed to you. Please read the permit and contact Ecology if you have any questions.

Electronic Discharge Monitoring Reports (WQWebDMR)

This permit requires you to submit monthly discharge monitoring reports (DMRs) for the full duration of permit coverage (from the first full month of coverage to termination). Your first sampling and reporting period will be for the month of **November** and your first DMR must be submitted by **December 15, 2024**.

You must submit your DMRs electronically using Ecology's secure online system, WQWebDMR. To sign up for WQWebDMR go to Ecology's [WQWebPortal guidance webpage](#)². If you have

¹ <http://www.ecology.wa.gov/eCoverage-packet>

² <https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Water-quality-permits-guidance/WQWebPortal-guidance>

questions, contact the portal staff at (360) 407-7097 (Olympia area), or (800) 633-6193/Option 3, or email WQWebPortal@ecy.wa.gov.

Appeal Process

You have a right to appeal coverage under the general permit to the Pollution Control Hearing Board (PCHB). Appeals must be filed within 30 days of the date of receipt of this letter. Any appeal is limited to the general permit's applicability or non-applicability to a specific discharger. The appeal process is governed by chapter 43.21B RCW and chapter 371-08 WAC. "Date of receipt" is defined in RCW 43.21B.001(2). For more information regarding your right to appeal, please reference Ecology's Focus Sheet: [Appeal of General Permit Coverage](#)³.

Annual Permit Fees

RCW 90.48.465 requires Ecology to recover the costs of managing the permit program. Permit fees are invoiced annually until the permit is terminated. Termination conditions are described in the permit. For permit fee related questions, please contact the Water Quality Fee Unit at wqfeeunit@ecy.wa.gov or (800) 633-6193/Option 2. You can also visit [Water Quality Permit Fees Webpage](#)⁴ for more information.

Ecology Field Inspector Assistance

If you have questions regarding stormwater management at your construction site, please contact your Regional Inspector, Tullee Stanford of Ecology's Southwest Regional Office at tullee.stanford@ecy.wa.gov or (360) 624-5741.

Questions or Additional Information

Ecology is here to help. Please review our [Construction Stormwater General Permit webpage](#)⁵ for more information. If you have questions about the Construction Stormwater General Permit, please contact your Permit Administrator, Joyce Smith at joyce.smith@ecy.wa.gov, or (360) 628-2138.

Sincerely,



Jeff Killelea, Manager
Permit and Technical Services Section
Water Quality Program

³ <https://apps.ecology.wa.gov/publications/summarypages/1710007.html>

⁴ <https://ecology.wa.gov/Water-Shorelines/Water-quality/Water-quality-permits/Fees>

⁵ www.ecology.wa.gov/constructionstormwaterpermit

Issuance Date: November 18, 2020
Effective Date: January 1, 2021
Expiration Date: December 31, 2025

CONSTRUCTION STORMWATER GENERAL PERMIT

National Pollutant Discharge Elimination System (NPDES) and State Waste Discharge
General Permit for Stormwater Discharges Associated with Construction Activity

State of Washington
Department of Ecology
Olympia, Washington 98504

In compliance with the provisions of
Chapter 90.48 Revised Code of Washington
(State of Washington Water Pollution Control Act)
and
Title 33 United States Code, Section 1251 et seq.
The Federal Water Pollution Control Act (The Clean Water Act)

Until this permit expires, is modified, or revoked, Permittees that have properly
obtained coverage under this general permit are authorized to discharge in accordance
with the special and general conditions that follow.



Vincent McGowan, P.E.
Water Quality Program Manager
Washington State Department of Ecology

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SUMMARY OF PERMIT REPORT SUBMITTALS

Refer to the Special and General Conditions within this permit for additional submittal requirements. Appendix A provides a list of definitions. Appendix B provides a list of acronyms.

Table 1 Summary of Required Submittals

Permit Section	Submittal	Frequency	First Submittal Date
S5.A and S8	High Turbidity/Transparency Phone Reporting	As Necessary	Within 24 hours
S5.B	Discharge Monitoring Report	Monthly*	Within 15 days following the end of each month
S5.F and S8	Noncompliance Notification – Telephone Notification	As necessary	Within 24 hours
S5.F	Noncompliance Notification – Written Report	As necessary	Within 5 Days of non-compliance
S9.D	Request for Chemical Treatment Form	As necessary	Written approval from Ecology is required prior to using chemical treatment (with the exception of dry ice, CO ₂ or food grade vinegar to adjust pH)
G2	Notice of Change in Authorization	As necessary	
G6	Permit Application for Substantive Changes to the Discharge	As necessary	
G8	Application for Permit Renewal	1/permit cycle	No later than 180 days before expiration
S2.A	Notice of Permit Transfer	As necessary	
G19	Notice of Planned Changes	As necessary	
G21	Reporting Anticipated Non-compliance	As necessary	

NOTE: *Permittees must submit electronic Discharge Monitoring Reports (DMRs) to the Washington State Department of Ecology monthly, regardless of site discharge, for the full duration of permit coverage. Refer to Section S5.B of this General Permit for more specific information regarding DMRs.

Table 2 Summary of Required On-site Documentation

Document Title	Permit Conditions
Permit Coverage Letter	See Conditions S2, S5
Construction Stormwater General Permit (CSWGP)	See Conditions S2, S5
Site Log Book	See Conditions S4, S5
Stormwater Pollution Prevention Plan (SWPPP)	See Conditions S5, S9
Site Map	See Conditions S5, S9

SPECIAL CONDITIONS

S1. PERMIT COVERAGE

A. Permit Area

This Construction Stormwater General Permit (CSWGP) covers all areas of Washington State, except for federal operators and Indian Country as specified in Special Condition S1.E.3 and 4.

B. Operators Required to Seek Coverage Under this General Permit

1. Operators of the following construction activities are required to seek coverage under this CSWGP:
 - a. Clearing, grading and/or excavation that results in the disturbance of one or more acres (including off-site disturbance acreage related to construction-support activity as authorized in S1.C.2) and discharges stormwater to surface waters of the State; and clearing, grading and/or excavation on sites smaller than one acre that are part of a larger common plan of development or sale, if the common plan of development or sale will ultimately disturb one acre or more and discharge stormwater to surface waters of the State.
 - i. This category includes forest practices (including, but not limited to, class IV conversions) that are part of a construction activity that will result in the disturbance of one or more acres, and discharge to surface waters of the State (that is, forest practices that prepare a site for construction activities); and
 - b. Any size construction activity discharging stormwater to waters of the State that the Washington State Department of Ecology (Ecology):
 - i. Determines to be a significant contributor of pollutants to waters of the State of Washington.
 - ii. Reasonably expects to cause a violation of any water quality standard.
2. Operators of the following activities are not required to seek coverage under this CSWGP (unless specifically required under Special Condition S1.B.1.b, above):
 - a. Construction activities that discharge all stormwater and non-stormwater to groundwater, sanitary sewer, or combined sewer, and have no point source discharge to either surface water or a storm sewer system that drains to surface waters of the State.
 - b. Construction activities covered under an Erosivity Waiver (Special Condition S1.F).
 - c. Routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of a facility.

C. Authorized Discharges

1. ***Stormwater Associated with Construction Activity.*** Subject to compliance with the terms and conditions of this permit, Permittees are authorized to discharge stormwater associated with construction activity to surface waters of the State or to a storm sewer system that drains to surface waters of the State. (Note that “surface waters of the

State” may exist on a construction site as well as off site; for example, a creek running through a site.)

2. ***Stormwater Associated with Construction Support Activity.*** This permit also authorizes stormwater discharge from support activities related to the permitted construction site (for example, an on-site portable rock crusher, off-site equipment staging yards, material storage areas, borrow areas, etc.) provided:
 - a. The support activity relates directly to the permitted construction site that is required to have an NPDES permit; and
 - b. The support activity is not a commercial operation serving multiple unrelated construction projects, and does not operate beyond the completion of the construction activity; and
 - c. Appropriate controls and measures are identified in the Stormwater Pollution Prevention Plan (SWPPP) for the discharges from the support activity areas.
3. ***Non-Stormwater Discharges.*** The categories and sources of non-stormwater discharges identified below are authorized conditionally, provided the discharge is consistent with the terms and conditions of this permit:
 - a. Discharges from fire-fighting activities.
 - b. Fire hydrant system flushing.
 - c. Potable water, including uncontaminated water line flushing.
 - d. Hydrostatic test water.
 - e. Uncontaminated air conditioning or compressor condensate.
 - f. Uncontaminated groundwater or spring water.
 - g. Uncontaminated excavation dewatering water (in accordance with S9.D.10).
 - h. Uncontaminated discharges from foundation or footing drains.
 - i. Uncontaminated or potable water used to control dust. Permittees must minimize the amount of dust control water used.
 - j. Routine external building wash down that does not use detergents.
 - k. Landscape irrigation water.

The SWPPP must adequately address all authorized non-stormwater discharges, except for discharges from fire-fighting activities, and must comply with Special Condition S3. At a minimum, discharges from potable water (including water line flushing), fire hydrant system flushing, and pipeline hydrostatic test water must undergo the following: dechlorination to a concentration of 0.1 parts per million (ppm) or less, and pH adjustment to within 6.5 – 8.5 standard units (su), if necessary.

D. Prohibited Discharges

The following discharges to waters of the State, including groundwater, are prohibited:

1. Concrete wastewater
2. Wastewater from washout and clean-up of stucco, paint, form release oils, curing compounds and other construction materials.
3. Process wastewater as defined by 40 Code of Federal Regulations (CFR) 122.2 (See Appendix A of this permit).
4. Slurry materials and waste from shaft drilling, including process wastewater from shaft drilling for construction of building, road, and bridge foundations unless managed according to Special Condition S9.D.9.j.
5. Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance.
6. Soaps or solvents used in vehicle and equipment washing.
7. Wheel wash wastewater, unless managed according to Special Condition S9.D.9.
8. Discharges from dewatering activities, including discharges from dewatering of trenches and excavations, unless managed according to Special Condition S9.D.10.

E. Limits on Coverage

Ecology may require any discharger to apply for and obtain coverage under an individual permit or another more specific general permit. Such alternative coverage will be required when Ecology determines that this CSWGP does not provide adequate assurance that water quality will be protected, or there is a reasonable potential for the project to cause or contribute to a violation of water quality standards.

The following stormwater discharges are not covered by this permit:

1. Post-construction stormwater discharges that originate from the site after completion of construction activities and the site has undergone final stabilization.
2. Non-point source silvicultural activities such as nursery operations, site preparation, reforestation and subsequent cultural treatment, thinning, prescribed burning, pest and fire control, harvesting operations, surface drainage, or road construction and maintenance, from which there is natural runoff as excluded in 40 CFR Subpart 122.
3. Stormwater from any federal operator.
4. Stormwater from facilities located on **Indian Country** as defined in 18 U.S.C. §1151, except portions of the Puyallup Reservation as noted below.

Indian Country includes:

- a. All land within any Indian Reservation notwithstanding the issuance of any patent, and, including rights-of-way running through the reservation. This includes all federal, tribal, and Indian and non-Indian privately owned land within the reservation.
- b. All off-reservation Indian allotments, the Indian titles to which have not been extinguished, including rights-of-way running through the same.
- c. All off-reservation federal trust lands held for Native American Tribes.

Puyallup Exception: Following the *Puyallup Tribes of Indians Land Settlement Act of 1989*, 25 U.S.C. §1773; the permit does apply to land within the Puyallup Reservation except for discharges to surface water on land held in trust by the federal government.

5. Stormwater from any site covered under an existing NPDES individual permit in which stormwater management and/or treatment requirements are included for all stormwater discharges associated with construction activity.
6. Stormwater from a site where an applicable Total Maximum Daily Load (TMDL) requirement specifically precludes or prohibits discharges from construction activity.

F. Erosivity Waiver

Construction site operators may qualify for an Erosivity Waiver from the CSWGP if the following conditions are met:

1. The site will result in the disturbance of fewer than five (5) acres and the site is not a portion of a common plan of development or sale that will disturb five (5) acres or greater.
2. Calculation of Erosivity “R” Factor and Regional Timeframe:
 - a. The project’s calculated rainfall erosivity factor (“R” Factor) must be less than five (5) during the period of construction activity, (See the CSWGP homepage <http://www.ecy.wa.gov/programs/wq/stormwater/construction/index.html> for a link to the EPA’s calculator and step by step instructions on computing the “R” Factor in the *EPA Erosivity Waiver Fact Sheet*). The period of construction activity starts when the land is first disturbed and ends with final stabilization. In addition:
 - b. The entire period of construction activity must fall within the following timeframes:
 - i. For sites west of the Cascades Crest: June 15 – September 15.
 - ii. For sites east of the Cascades Crest, excluding the Central Basin: June 15 – October 15.
 - iii. For sites east of the Cascades Crest, within the Central Basin: no timeframe restrictions apply. The Central Basin is defined as the portions of Eastern Washington with mean annual precipitation of less than 12 inches. For a map of the Central Basin (Average Annual Precipitation Region 2), refer to: <http://www.ecy.wa.gov/programs/wq/stormwater/construction/resourcesguidance.html>.
3. Construction site operators must submit a complete Erosivity Waiver certification form at least one week before disturbing the land. Certification must include statements that the operator will:
 - a. Comply with applicable local stormwater requirements; and
 - b. Implement appropriate erosion and sediment control BMPs to prevent violations of water quality standards.
4. This waiver is not available for facilities declared significant contributors of pollutants as defined in Special Condition S1.B.1.b or for any size construction activity that could

reasonably expect to cause a violation of any water quality standard as defined in Special Condition S1.B.1.b.ii.

5. This waiver does not apply to construction activities which include non-stormwater discharges listed in Special Condition S1.C.3.
6. If construction activity extends beyond the certified waiver period for any reason, the operator must either:
 - a. Recalculate the rainfall erosivity “R” factor using the original start date and a new projected ending date and, if the “R” factor is still under 5 *and* the entire project falls within the applicable regional timeframe in Special Condition S1.F.2.b, complete and submit an amended waiver certification form before the original waiver expires; *or*
 - b. Submit a complete permit application to Ecology in accordance with Special Condition S2.A and B before the end of the certified waiver period.

S2. APPLICATION REQUIREMENTS

A. Permit Application Forms

1. *Notice of Intent Form*

- a. Operators of new or previously unpermitted construction activities must submit a complete and accurate permit application (Notice of Intent, or NOI) to Ecology.
- b. Operators must apply using the electronic application form (NOI) available on Ecology’s website (<http://ecy.wa.gov/programs/wq/stormwater/construction/index.html>). Permittees unable to submit electronically (for example, those who do not have an internet connection) must contact Ecology to request a waiver and obtain instructions on how to obtain a paper NOI.

Department of Ecology
Water Quality Program - Construction Stormwater
PO Box 47696
Olympia, Washington 98504-7696

- c. The operator must submit the NOI at least 60 days before discharging stormwater from construction activities and must submit it prior to the date of the first public notice (See Special Condition S2.B, below, for details). The 30-day public comment period begins on the publication date of the second public notice. Unless Ecology responds to the complete application in writing, coverage under the general permit will automatically commence on the 31st day following receipt by Ecology of a *completed* NOI, or the issuance date of this permit, whichever is later; unless Ecology specifies a later date in writing as required by WAC173-226-200(2). See S8.B for Limits on Coverage for New Discharges to TMDL or 303(d)-Listed Waters.
- d. If an applicant intends to use a Best Management Practice (BMP) selected on the basis of Special Condition S9.C.4 (“demonstrably equivalent” BMPs), the applicant must notify Ecology of its selection as part of the NOI. In the event the applicant selects BMPs after submission of the NOI, the applicant must provide notice of the

selection of an equivalent BMP to Ecology at least 60 days before intended use of the equivalent BMP.

- e. Applicants must notify Ecology if they are aware of contaminated soils and/or groundwater associated with the construction activity. Provide detailed information with the NOI (as known and readily available) on the nature and extent of the contamination (concentrations, locations, and depth), as well as pollution prevention and/or treatment BMPs proposed to control the discharge of soil and/or groundwater contaminants in stormwater. Examples of such detail may include, but are not limited to:
 - i. List or table of all known contaminants with laboratory test results showing concentration and depth,
 - ii. Map with sample locations,
 - iii. Related portions of the Stormwater Pollution Prevention Plan (SWPPP) that address the management of contaminated and potentially contaminated construction stormwater and dewatering water,
 - iv. Dewatering plan and/or dewatering contingency plan.

2. *Transfer of Coverage Form*

The Permittee can transfer current coverage under this permit to one or more new operators, including operators of sites within a Common Plan of Development, provided:

- i. The Permittee submits a complete Transfer of Coverage Form to Ecology, signed by the current and new discharger and containing a specific date for transfer of permit responsibility, coverage and liability (including any Administrative Orders associated with the permit); and
- ii. Ecology does not notify the current discharger and new discharger of intent to revoke coverage under the general permit. If this notice is not given, the transfer is effective on the date specified in the written agreement.

When a current discharger (Permittee) transfers a portion of a permitted site, the current discharger must also indicate the remaining permitted acreage after the transfer. Transfers do not require public notice.

3. *Modification of Coverage Form*

Permittees must notify Ecology regarding any changes to the information provided on the NOI by submitting an Update/Modification of Permit Coverage form in accordance with General Conditions G6 and G19. Examples of such changes include, but are not limited to:

- i. Changes to the Permittee's mailing address,
- ii. Changes to the on-site contact person information, and
- iii. Changes to the area/acreage affected by construction activity.

B. Public Notice

For new or previously unpermitted construction activities, the applicant must publish a public notice at least one time each week for two consecutive weeks, at least 7 days apart, in a newspaper with general circulation in the county where the construction is to take place. The notice must be run after the NOI has been submitted and must contain:

1. A statement that *“The applicant is seeking coverage under the Washington State Department of Ecology’s Construction Stormwater NPDES and State Waste Discharge General Permit.”*
2. The name, address, and location of the construction site.
3. The name and address of the applicant.
4. The type of construction activity that will result in a discharge (for example, residential construction, commercial construction, etc.), and the total number of acres to be disturbed over the lifetime of the project.
5. The name of the receiving water(s) (that is, the surface water(s) to which the site will discharge), or, if the discharge is through a storm sewer system, the name of the operator of the system and the receiving water(s) the system discharges to.
6. The statement: *Any persons desiring to present their views to the Washington State Department of Ecology regarding this application, or interested in Ecology’s action on this application, may notify Ecology in writing no later than 30 days of the last date of publication of this notice. Ecology reviews public comments and considers whether discharges from this project would cause a measurable change in receiving water quality, and, if so, whether the project is necessary and in the overriding public interest according to Tier II antidegradation requirements under WAC 173-201A-320. Comments can be submitted to: Department of Ecology, PO Box 47696, Olympia, Washington 98504-7696 Attn: Water Quality Program, Construction Stormwater.*

S3. COMPLIANCE WITH STANDARDS

- A. Discharges must not** cause or contribute to a violation of surface water quality standards (Chapter 173-201A WAC), groundwater quality standards (Chapter 173-200 WAC), sediment management standards (Chapter 173-204 WAC), and human health-based criteria in the Federal water quality criteria applicable to Washington. (40 CFR Part 131.45) Discharges that are not in compliance with these standards are prohibited.
- B. Prior to the discharge** of stormwater and non-stormwater to waters of the State, the Permittee must apply All Known, Available, and Reasonable methods of prevention, control, and Treatment (AKART). This includes the preparation and implementation of an adequate SWPPP, with all appropriate BMPs installed and maintained in accordance with the SWPPP and the terms and conditions of this permit.
- C. Ecology presumes** that a Permittee complies with water quality standards unless discharge monitoring data or other site-specific information demonstrates that a discharge causes or contributes to a violation of water quality standards, when the Permittee complies with the following conditions. The Permittee must fully:

1. Comply with all permit conditions, including; planning, sampling, monitoring, reporting, and recordkeeping conditions.
 2. Implement stormwater BMPs contained in stormwater management manuals published or approved by Ecology, or BMPs that are demonstrably equivalent to BMPs contained in stormwater management manuals published or approved by Ecology, including the proper selection, implementation, and maintenance of all applicable and appropriate BMPs for on-site pollution control. (For purposes of this section, the stormwater manuals listed in Appendix 10 of the *Phase I Municipal Stormwater Permit* are approved by Ecology.)
- D. Where construction sites** also discharge to groundwater, the groundwater discharges must also meet the terms and conditions of this CSWGP. Permittees who discharge to groundwater through an injection well must also comply with any applicable requirements of the Underground Injection Control (UIC) regulations, Chapter 173-218 WAC.

S4. MONITORING REQUIREMENTS, BENCHMARKS, AND REPORTING TRIGGERS

A. Site Log Book

The Permittee must maintain a site log book that contains a record of the implementation of the SWPPP and other permit requirements, including the installation and maintenance of BMPs, site inspections, and stormwater monitoring.

B. Site Inspections

Construction sites one (1) acre or larger that discharge stormwater to surface waters of the State must have site inspections conducted by a Certified Erosion and Sediment Control Lead (CESCL). Sites less than one (1) acre may have a person without CESCL certification conduct inspections. (See Special Conditions S4.B.3 and B.4, below, for detailed requirements of the Permittee's CESCL.)

Site inspections must include all areas disturbed by construction activities, all BMPs, and all stormwater discharge points under the Permittee's operational control.

1. The Permittee must have staff knowledgeable in the principles and practices of erosion and sediment control. The CESCL (sites one acre or more) or inspector (sites less than one acre) must have the skills to assess the:
 - a. Site conditions and construction activities that could impact the quality of stormwater; and
 - b. Effectiveness of erosion and sediment control measures used to control the quality of stormwater discharges. The SWPPP must identify the CESCL or inspector, who must be present on site or on-call at all times. The CESCL (sites one (1) acre or more) must obtain this certification through an approved erosion and sediment control training program that meets the minimum training standards established by Ecology. (See BMP C160 in the manual, referred to in Special Condition S9.C.1 and 2.)
2. The CESCL or inspector must examine stormwater visually for the presence of suspended sediment, turbidity, discoloration, and oil sheen. BMP effectiveness must be evaluated to

determine if it is necessary to install, maintain, or repair BMPs to improve the quality of stormwater discharges.

Based on the results of the inspection, the Permittee must correct the problems identified, by:

- a. Reviewing the SWPPP for compliance with Special Condition S9 and making appropriate revisions within 7 days of the inspection.
 - b. Immediately beginning the process of fully implementing and maintaining appropriate source control and/or treatment BMPs, within 10 days of the inspection. If installation of necessary treatment BMPs is not feasible within 10 days, Ecology may approve additional time when an extension is requested by a Permittee within the initial 10-day response period.
 - c. Documenting BMP implementation and maintenance in the site log book.
3. The CESCL or inspector must inspect all areas disturbed by construction activities, all BMPs, and all stormwater discharge points at least once every calendar week and within 24 hours of any discharge from the site. (For purposes of this condition, individual discharge events that last more than one (1) day do not require daily inspections. For example, if a stormwater pond discharges continuously over the course of a week, only one (1) inspection is required that week.) Inspection frequency may be reduced to once every calendar month for inactive sites that are temporarily stabilized.
4. The Permittee must summarize the results of each inspection in an inspection report or checklist and enter the report/checklist into, or attach it to, the site log book. At a minimum, each inspection report or checklist must include:
 - a. Inspection date and time.
 - b. Weather information.
 - c. The general conditions during inspection.
 - d. The approximate amount of precipitation since the last inspection.
 - e. The approximate amount of precipitation within the last 24 hours.
 - f. A summary or list of all implemented BMPs, including observations of all erosion/sediment control structures or practices.
 - g. A description of:
 - i. BMPs inspected (including location).
 - ii. BMPs that need maintenance and why.
 - iii. BMPs that failed to operate as designed or intended, and
 - iv. Where additional or different BMPs are needed, and why.
 - h. A description of stormwater discharged from the site. The Permittee must note the presence of suspended sediment, turbidity, discoloration, and oil sheen, as applicable.

- i. Any water quality monitoring performed during inspection.
- j. General comments and notes, including a brief description of any BMP repairs, maintenance, or installations made following the inspection.
- k. An implementation schedule for the remedial actions that the Permittee plans to take if the site inspection indicates that the site is out of compliance. The remedial actions taken must meet the requirements of the SWPPP and the permit.
- l. A summary report of the inspection.
- m. The name, title, and signature of the person conducting the site inspection, a phone number or other reliable method to reach this person, and the following statement:
I certify that this report is true, accurate, and complete to the best of my knowledge and belief.

Table 3 Summary of Primary Monitoring Requirements

Size of Soil Disturbance ¹	Weekly Site Inspections	Weekly Sampling w/ Turbidity Meter	Weekly Sampling w/ Transparency Tube	Weekly pH Sampling ²	CESCL Required for Inspections?
Sites that disturb less than 1 acre, but are part of a larger Common Plan of Development	Required	Not Required	Not Required	Not Required	No
Sites that disturb 1 acre or more, but fewer than 5 acres	Required	Sampling Required – either method ³		Required	Yes
Sites that disturb 5 acres or more	Required	Required	Not Required ⁴	Required	Yes

¹ Soil disturbance is calculated by adding together all areas that will be affected by construction activity. Construction activity means clearing, grading, excavation, and any other activity that disturbs the surface of the land, including ingress/egress from the site.

² If construction activity results in the disturbance of 1 acre or more, and involves significant concrete work (1,000 cubic yards of concrete or recycled concrete placed or poured over the life of a project) or the use of engineered soils (soil amendments including but not limited to Portland cement-treated base [CTB], cement kiln dust [CKD], or fly ash), and stormwater from the affected area drains to surface waters of the State or to a storm sewer stormwater collection system that drains to other surface waters of the State, the Permittee must conduct pH sampling in accordance with Special Condition S4.D.

³ Sites with one or more acres, but fewer than 5 acres of soil disturbance, must conduct turbidity or transparency sampling in accordance with Special Condition S4.C.4.a or b.

⁴ Sites equal to or greater than 5 acres of soil disturbance must conduct turbidity sampling using a turbidity meter in accordance with Special Condition S4.C.4.a.

C. Turbidity/Transparency Sampling Requirements

1. Sampling Methods

- a. If construction activity involves the disturbance of five (5) acres or more, the Permittee must conduct turbidity sampling per Special Condition S4.C.4.a, below.
- b. If construction activity involves one (1) acre or more but fewer than five (5) acres of soil disturbance, the Permittee must conduct either transparency sampling *or* turbidity sampling per Special Condition S4.C.4.a or b, below.

2. Sampling Frequency

- a. The Permittee must sample all discharge points at least once every calendar week when stormwater (or authorized non-stormwater) discharges from the site or enters any on-site surface waters of the state (for example, a creek running through a site); sampling is not required on sites that disturb less than an acre.
- b. Samples must be representative of the flow and characteristics of the discharge.
- c. Sampling is not required when there is no discharge during a calendar week.
- d. Sampling is not required outside of normal working hours or during unsafe conditions.
- e. If the Permittee is unable to sample during a monitoring period, the Permittee must include a brief explanation in the monthly Discharge Monitoring Report (DMR).
- f. Sampling is not required before construction activity begins.
- g. The Permittee may reduce the sampling frequency for temporarily stabilized, inactive sites to once every calendar month.

3. Sampling Locations

- a. Sampling is required at all points where stormwater associated with construction activity (or authorized non-stormwater) is discharged off site, including where it enters any on-site surface waters of the state (for example, a creek running through a site).
- b. The Permittee may discontinue sampling at discharge points that drain areas of the project that are fully stabilized to prevent erosion.
- c. The Permittee must identify all sampling point(s) in the SWPPP and on the site map and clearly mark these points in the field with a flag, tape, stake or other visible marker.
- d. Sampling is not required for discharge that is sent directly to sanitary or combined sewer systems.
- e. The Permittee may discontinue sampling at discharge points in areas of the project where the Permittee no longer has operational control of the construction activity.

4. Sampling and Analysis Methods

- a. The Permittee performs turbidity analysis with a calibrated turbidity meter (turbidimeter) either on site or at an accredited lab. The Permittee must record the results in the site log book in nephelometric turbidity units (NTUs).
- b. The Permittee performs transparency analysis on site with a 1¾ inch diameter, 60 centimeter (cm)-long transparency tube. The Permittee will record the results in the site log book in centimeters (cm).

Table 4 Monitoring and Reporting Requirements

Parameter	Unit	Analytical Method	Sampling Frequency	Benchmark Value
Turbidity	NTU	SM2130	Weekly, if discharging	25 NTUs
Transparency	Cm	Manufacturer instructions, or Ecology guidance	Weekly, if discharging	33 cm

5. Turbidity/Transparency Benchmark Values and Reporting Triggers

The benchmark value for turbidity is 25 NTUs. The benchmark value for transparency is 33 centimeters (cm). Note: Benchmark values do not apply to discharges to segments of water bodies on Washington State's 303(d) list (Category 5) for turbidity, fine sediment, or phosphorus; these discharges are subject to a numeric effluent limit for turbidity. Refer to Special Condition S8 for more information and follow S5.F – Noncompliance Notification for reporting requirements applicable to discharges which exceed the numeric effluent limit for turbidity.

- a. Turbidity 26 – 249 NTUs, or Transparency 32 – 7 cm:

If the discharge turbidity is 26 to 249 NTUs; or if discharge transparency is 32 to 7 cm, the Permittee must:

- i. Immediately begin the process to fully implement and maintain appropriate source control and/or treatment BMPs, and no later than 10 days of the date the discharge exceeded the benchmark. If installation of necessary treatment BMPs is not feasible within 10 days, Ecology may approve additional time when the Permittee requests an extension within the initial 10-day response period.
- ii. Review the SWPPP for compliance with Special Condition S9 and make appropriate revisions within 7 days of the date the discharge exceeded the benchmark.
- iii. Document BMP implementation and maintenance in the site log book.

- b. Turbidity 250 NTUs or greater, or Transparency 6 cm or less:

If a discharge point's turbidity is 250 NTUs or greater, or if discharge transparency is less than or equal to 6 cm, the Permittee must complete the reporting and adaptive

management process described below. For discharges which are subject to a numeric effluent limit for turbidity, see S5.F – Noncompliance Notification.

- i. Within 24 hours, telephone or submit an electronic report to the applicable Ecology Region's Environmental Report Tracking System (ERTS) number (or through Ecology's Water Quality Permitting Portal [WQWebPortal] – Permit Submittals when the form is available), in accordance with Special Condition S5.A.
 - **Central Region** (Okanogan, Chelan, Douglas, Kittitas, Yakima, Klickitat, Benton): (509) 575-2490
 - **Eastern Region** (Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Spokane, Stevens, Walla Walla, Whitman): (509) 329-3400
 - **Northwest Region** (Kitsap, Snohomish, Island, King, San Juan, Skagit, Whatcom): (425) 649-7000
 - **Southwest Region** (Grays Harbor, Lewis, Mason, Thurston, Pierce, Clark, Cowlitz, Skamania, Wahkiakum, Clallam, Jefferson, Pacific): (360) 407-6300

These numbers and a link to the ERTS reporting page are also listed at the following website: <http://www.ecy.wa.gov/programs/wq/stormwater/construction/index.html>.

- ii. Immediately begin the process to fully implement and maintain appropriate source control and/or treatment BMPs as soon as possible, addressing the problems within 10 days of the date the discharge exceeded the benchmark. If installation of necessary treatment BMPs is not feasible within 10 days, Ecology may approve additional time when the Permittee requests an extension within the initial 10-day response period.
- iii. Sample discharges daily until:
 - a) Turbidity is 25 NTUs (or lower); or
 - b) Transparency is 33 cm (or greater); or
 - c) The Permittee has demonstrated compliance with the water quality standard for turbidity:
 - 1) No more than 5 NTUs over background turbidity, if background is less than 50 NTUs, or
 - 2) No more than 10% over background turbidity, if background is 50 NTUs or greater; or

*Note: background turbidity in the receiving water must be measured immediately upstream (upgradient) or outside of the area of influence of the discharge.
 - d) The discharge stops or is eliminated.
- iv. Review the SWPPP for compliance with Special Condition S9 and make appropriate revisions within seven (7) days of the date the discharge exceeded the benchmark.

- v. Document BMP implementation and maintenance in the site log book.

Compliance with these requirements does not relieve the Permittee from responsibility to maintain continuous compliance with permit benchmarks.

D. pH Sampling Requirements – Significant Concrete Work or Engineered Soils

If construction activity results in the disturbance of 1 acre or more, *and* involves significant concrete work (significant concrete work means greater than 1000 cubic yards placed or poured concrete or recycled concrete used over the life of a project) or the use of engineered soils (soil amendments including but not limited to Portland cement-treated base [CTB], cement kiln dust [CKD], or fly ash), and stormwater from the affected area drains to surface waters of the State or to a storm sewer system that drains to surface waters of the State, the Permittee must conduct pH sampling as set forth below. Note: In addition, discharges to segments of water bodies on Washington State's 303(d) list (Category 5) for high pH are subject to a numeric effluent limit for pH; refer to Special Condition S8.

1. The Permittee must perform pH analysis on site with a calibrated pH meter, pH test kit, or wide range pH indicator paper. The Permittee must record pH sampling results in the site log book.
2. During the applicable pH monitoring period defined below, the Permittee must obtain a representative sample of stormwater and conduct pH analysis at least once per week.
 - a. For sites with significant concrete work, the Permittee must begin the pH sampling period when the concrete is first placed or poured and exposed to precipitation, and continue weekly throughout and after the concrete placement, pour and curing period, until stormwater pH is in the range of 6.5 to 8.5 (su).
 - b. For sites with recycled concrete where monitoring is required, the Permittee must begin the weekly pH sampling period when the recycled concrete is first exposed to precipitation and must continue until the recycled concrete is fully stabilized with the stormwater pH in the range of 6.5 to 8.5 (su).
 - c. For sites with engineered soils, the Permittee must begin the pH sampling period when the soil amendments are first exposed to precipitation and must continue until the area of engineered soils is fully stabilized.
3. The Permittee must sample pH in the sediment trap/pond(s) or other locations that receive stormwater runoff from the area of significant concrete work or engineered soils before the stormwater discharges to surface waters.
4. The benchmark value for pH is 8.5 standard units. Anytime sampling indicates that pH is 8.5 or greater, the Permittee must either:
 - a. Prevent the high pH water (8.5 or above) from entering storm sewer systems or surface waters of the state; *or*
 - b. If necessary, adjust or neutralize the high pH water until it is in the range of pH 6.5 to 8.5 (su) using an appropriate treatment BMP such as carbon dioxide (CO₂) sparging, dry ice or food grade vinegar. The Permittee must obtain written approval from Ecology before using any form of chemical treatment other than CO₂ sparging, dry ice or food grade vinegar.

S5. REPORTING AND RECORDKEEPING REQUIREMENTS

A. High Turbidity Reporting

Anytime sampling performed in accordance with Special Condition S4.C indicates turbidity has reached the 250 NTUs or more (or transparency less than or equal to 6 cm), high turbidity reporting level, the Permittee must notify Ecology within 24 hours of analysis either by calling the applicable Ecology Region's Environmental Report Tracking System (ERTS) number by phone or by submitting an electronic ERTS report (through Ecology's Water Quality Permitting Portal (WQWebPortal) – Permit Submittals when the form is available). See the CSWGP website for links to ERTS and the WQWebPortal. (<http://www.ecy.wa.gov/programs/wq/stormwater/construction/index.html>) Also, see phone numbers in Special Condition S4.C.5.b.i.

B. Discharge Monitoring Reports (DMRs)

Permittees required to conduct water quality sampling in accordance with Special Conditions S4.C (Turbidity/Transparency), S4.D (pH), S8 (303[d]/TMDL sampling), and/or G12 (Additional Sampling) must submit the results to Ecology.

Permittees must submit monitoring data using Ecology's WQWebDMR web application accessed through Ecology's Water Quality Permitting Portal.

Permittees unable to submit electronically (for example, those who do not have an internet connection) must contact Ecology to request a waiver and obtain instructions on how to obtain a paper copy DMR at:

Department of Ecology
Water Quality Program - Construction Stormwater
PO Box 47696
Olympia, WA 98504-7696

Permittees who obtain a waiver not to use WQWebDMR must use the forms provided to them by Ecology; submittals must be mailed to the address above. Permittees must submit DMR forms to be received by Ecology within 15 days following the end of each month.

If there was no discharge during a given monitoring period, all Permittees must submit a DMR as required with "no discharge" entered in place of the monitoring results. DMRs are required for the full duration of permit coverage (from the first full month following the effective date of permit coverage up until Ecology has approved termination of the coverage). For more information, contact Ecology staff using information provided at the following website: www.ecy.wa.gov/programs/wq/permits/paris/contacts.html.

C. Records Retention

The Permittee must retain records of all monitoring information (site log book, sampling results, inspection reports/checklists, etc.), Stormwater Pollution Prevention Plan, copy of the permit coverage letter (including Transfer of Coverage documentation) and any other documentation of compliance with permit requirements for the entire life of the construction project and for a minimum of five (5) years following the termination of permit coverage. Such information must include all calibration and maintenance records, and records of all data used to complete the application for this permit. This period of retention must be extended during

the course of any unresolved litigation regarding the discharge of pollutants by the Permittee or when requested by Ecology.

D. Recording Results

For each measurement or sample taken, the Permittee must record the following information:

1. Date, place, method, and time of sampling or measurement.
2. The first and last name of the individual who performed the sampling or measurement.
3. The date(s) the analyses were performed.
4. The first and last name of the individual who performed the analyses.
5. The analytical techniques or methods used.
6. The results of all analyses.

E. Additional Monitoring by the Permittee

If the Permittee samples or monitors any pollutant more frequently than required by this permit using test procedures specified by Special Condition S4 of this permit, the sampling results for this monitoring must be included in the calculation and reporting of the data submitted in the Permittee's DMR.

F. Noncompliance Notification

In the event the Permittee is unable to comply with any part of the terms and conditions of this permit, and the resulting noncompliance may cause a threat to human health or the environment (such as but not limited to spills or fuels or other materials, catastrophic pond or slope failure, and discharges that violate water quality standards), or exceed numeric effluent limitations (see S8 – Discharges to 303(d) or TMDL Waterbodies), the Permittee must, upon becoming aware of the circumstance:

1. Notify Ecology within 24 hours of the failure to comply by calling the applicable Regional office ERTS phone number (refer to Special Condition S4.C.5.b.i, or go to <https://ecology.wa.gov/About-us/Get-involved/Report-an-environmental-issue> to find contact information for the regional offices.)
2. Immediately take action to prevent the discharge/pollution, or otherwise stop or correct the noncompliance, and, if applicable, repeat sampling and analysis of any noncompliance immediately and submit the results to Ecology within five (5) days of becoming aware of the violation (See S5.F.3, below, for details on submitting results in a report).
3. Submit a detailed written report to Ecology within five (5) days of the time the Permittee becomes aware of the circumstances, unless requested earlier by Ecology. The report must be submitted using Ecology's Water Quality Permitting Portal (WQWebPortal) – Permit Submittals, unless a waiver from electronic reporting has been granted according to S5.B. The report must contain a description of the noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.

The Permittee must report any unanticipated bypass and/or upset that exceeds any effluent limit in the permit in accordance with the 24-hour reporting requirement contained in 40 C.F.R. 122.41(l)(6).

Compliance with these requirements does not relieve the Permittee from responsibility to maintain continuous compliance with the terms and conditions of this permit or the resulting liability for failure to comply. Upon request of the Permittee, Ecology may waive the requirement for a written report on a case-by-case basis, if the immediate notification is received by Ecology within 24 hours.

G. Access to Plans and Records

1. The Permittee must retain the following permit documentation (plans and records) on site, or within reasonable access to the site, for use by the operator or for on-site review by Ecology or the local jurisdiction:
 - a. General Permit
 - b. Permit Coverage Letter
 - c. Stormwater Pollution Prevention Plan (SWPPP)
 - d. Site Log Book
 - e. Erosivity Waiver (if applicable)
2. The Permittee must address written requests for plans and records listed above (Special Condition S5.G.1) as follows:
 - a. The Permittee must provide a copy of plans and records to Ecology within 14 days of receipt of a written request from Ecology.
 - b. The Permittee must provide a copy of plans and records to the public when requested in writing. Upon receiving a written request from the public for the Permittee's plans and records, the Permittee must either:
 - i. Provide a copy of the plans and records to the requester within 14 days of a receipt of the written request; *or*
 - ii. Notify the requester within 10 days of receipt of the written request of the location and times within normal business hours when the plans and records may be viewed; and provide access to the plans and records within 14 days of receipt of the written request; *or*

Within 14 days of receipt of the written request, the Permittee may submit a copy of the plans and records to Ecology for viewing and/or copying by the requester at an Ecology office, or a mutually agreed location. If plans and records are viewed and/or copied at a location other than at an Ecology office, the Permittee will provide reasonable access to copying services for which a reasonable fee may be charged. The Permittee must notify the requester within 10 days of receipt of the request where the plans and records may be viewed and/or copied.

S6. PERMIT FEES

The Permittee must pay permit fees assessed by Ecology. Fees for stormwater discharges covered under this permit are established by Chapter 173-224 WAC. Ecology continues to assess permit fees until the permit is terminated in accordance with Special Condition S10 or revoked in accordance with General Condition G5.

S7. SOLID AND LIQUID WASTE DISPOSAL

The Permittee must handle and dispose of solid and liquid wastes generated by construction activity, such as demolition debris, construction materials, contaminated materials, and waste materials from maintenance activities, including liquids and solids from cleaning catch basins and other stormwater facilities, in accordance with:

- A. Special Condition S3, Compliance with Standards.
- B. WAC 173-216-110.
- C. Other applicable regulations.

S8. DISCHARGES TO 303(d) OR TMDL WATERBODIES

A. Sampling and Numeric Effluent Limits For Certain Discharges to 303(d)-Listed Water Bodies

1. Permittees who discharge to segments of water bodies listed as impaired by the State of Washington under Section 303(d) of the Clean Water Act for turbidity, fine sediment, high pH, or phosphorus, must conduct water quality sampling according to the requirements of this section, and Special Conditions S4.C.2.b-f and S4.C.3.b-d, and must comply with the applicable numeric effluent limitations in S8.C and S8.D.
2. All references and requirements associated with Section 303(d) of the Clean Water Act mean the most current listing by Ecology of impaired waters (Category 5) that exists on January 1, 2021, or the date when the operator's complete permit application is received by Ecology, whichever is later.

B. Limits on Coverage for New Discharges to TMDL or 303(d)-Listed Waters

Construction sites that discharge to a TMDL or 303(d)-listed waterbody are not eligible for coverage under this permit *unless* the operator:

1. Prevents exposing stormwater to pollutants for which the waterbody is impaired, and retains documentation in the SWPPP that details procedures taken to prevent exposure on site; *or*
2. Documents that the pollutants for which the waterbody is impaired are not present at the site, and retains documentation of this finding within the SWPPP; *or*
3. Provides Ecology with data indicating the discharge is not expected to cause or contribute to an exceedance of a water quality standard, and retains such data on site with the SWPPP. The operator must provide data and other technical information to Ecology that sufficiently demonstrate:
 - a. For discharges to waters without an EPA-approved or -established TMDL, that the discharge of the pollutant for which the water is impaired will meet in-stream water quality criteria at the point of discharge to the waterbody; *or*
 - b. For discharges to waters with an EPA-approved or -established TMDL, that there is sufficient remaining wasteload allocation in the TMDL to allow construction stormwater discharge and that existing dischargers to the waterbody are subject to compliance schedules designed to bring the waterbody into attainment with water quality standards.

Operators of construction sites are eligible for coverage under this permit only after Ecology makes an affirmative determination that the *discharge will not cause or contribute to the existing impairment or exceed the TMDL*.

C. Sampling and Numeric Effluent Limits for Discharges to Water Bodies on the 303(d) List for Turbidity, Fine Sediment, or Phosphorus

1. Permittees who discharge to segments of water bodies on the 303(d) list (Category 5) for turbidity, fine sediment, or phosphorus must conduct turbidity sampling in accordance with Special Condition S4.C.2 and comply with either of the numeric effluent limits noted in Table 5 below.
2. As an alternative to the 25 NTUs effluent limit noted in Table 5 below (applied at the point where stormwater [or authorized non-stormwater] is discharged off-site), Permittees may choose to comply with the surface water quality standard for turbidity. The standard is: no more than 5 NTUs over background turbidity when the background turbidity is 50 NTUs or less, or no more than a 10% increase in turbidity when the background turbidity is more than 50 NTUs. In order to use the water quality standard requirement, the sampling must take place at the following locations:
 - a. Background turbidity in the 303(d)-listed receiving water immediately upstream (upgradient) or outside the area of influence of the discharge.
 - b. Turbidity at the point of discharge into the 303(d)-listed receiving water, inside the area of influence of the discharge.
3. Discharges that exceed the numeric effluent limit for turbidity constitute a violation of this permit.
4. Permittees whose discharges exceed the numeric effluent limit must sample discharges daily until the violation is corrected and comply with the non-compliance notification requirements in Special Condition S5.F.

Table 5 Turbidity, Fine Sediment & Phosphorus Sampling and Limits for 303(d)-Listed Waters

Parameter identified in 303(d) listing	Parameter Sampled	Unit	Analytical Method	Sampling Frequency	Numeric Effluent Limit ¹
- Turbidity - Fine Sediment - Phosphorus	Turbidity	NTU	SM2130	Weekly, if discharging	25 NTUs, at the point where stormwater is discharged from the site; OR In compliance with the surface water quality standard for turbidity (S8.C.2.a)

¹ Permittees subject to a numeric effluent limit for turbidity may, at their discretion, choose either numeric effluent limitation based on site-specific considerations including, but not limited to, safety, access and convenience.

D. Discharges to Water Bodies on the 303(d) List for High pH

1. Permittees who discharge to segments of water bodies on the 303(d) list (Category 5) for high pH must conduct pH sampling in accordance with the table below, and comply with the numeric effluent limit of pH 6.5 to 8.5 su (Table 6).

Table 6 pH Sampling and Limits for 303(d)-Listed Waters

Parameter identified in 303(d) listing	Parameter Sampled/Units	Analytical Method	Sampling Frequency	Numeric Effluent Limit
High pH	pH /Standard Units	pH meter	Weekly, if discharging	In the range of 6.5 – 8.5 su

2. At the Permittee's discretion, compliance with the limit shall be assessed at one of the following locations:
 - a. Directly in the 303(d)-listed waterbody segment, inside the immediate area of influence of the discharge; *or*
 - b. Alternatively, the Permittee may measure pH at the point where the discharge leaves the construction site, rather than in the receiving water.
3. Discharges that exceed the numeric effluent limit for pH (outside the range of 6.5 – 8.5 su) constitute a violation of this permit.
4. Permittees whose discharges exceed the numeric effluent limit must sample discharges daily until the violation is corrected and comply with the non-compliance notification requirements in Special Condition S5.F.

E. Sampling and Limits for Sites Discharging to Waters Covered by a TMDL or another Pollution Control Plan

1. Discharges to a waterbody that is subject to a Total Maximum Daily Load (TMDL) for turbidity, fine sediment, high pH, or phosphorus must be consistent with the TMDL. Refer to <http://www.ecy.wa.gov/programs/wq/tmdl/TMDLsbyWria/TMDLbyWria.html> for more information on TMDLs.
 - a. Where an applicable TMDL sets specific waste load allocations or requirements for discharges covered by this permit, discharges must be consistent with any specific waste load allocations or requirements established by the applicable TMDL.
 - i. The Permittee must sample discharges weekly, unless otherwise specified by the TMDL, to evaluate compliance with the specific waste load allocations or requirements.
 - ii. Analytical methods used to meet the monitoring requirements must conform to the latest revision of the *Guidelines Establishing Test Procedures for the Analysis of Pollutants* contained in 40 CFR Part 136.
 - iii. Turbidity and pH methods need not be accredited or registered unless conducted at a laboratory which must otherwise be accredited or registered.
 - b. Where an applicable TMDL has established a general waste load allocation for construction stormwater discharges, but has not identified specific requirements, compliance with Special Conditions S4 (Monitoring) and S9 (SWPPPs) will constitute compliance with the approved TMDL.
 - c. Where an applicable TMDL has not specified a waste load allocation for construction stormwater discharges, but has not excluded these discharges, compliance with Special Conditions S4 (Monitoring) and S9 (SWPPPs) will constitute compliance with the approved TMDL.
 - d. Where an applicable TMDL specifically precludes or prohibits discharges from construction activity, the operator is not eligible for coverage under this permit.

S9. STORMWATER POLLUTION PREVENTION PLAN

The Permittee must prepare and properly implement an adequate Stormwater Pollution Prevention Plan (SWPPP) for construction activity in accordance with the requirements of this permit beginning with initial soil disturbance and until final stabilization.

A. The Permittee's SWPPP must meet the following objectives:

1. To identify best management practices (BMPs) which prevent erosion and sedimentation, and to reduce, eliminate or prevent stormwater contamination and water pollution from construction activity.
2. To prevent violations of surface water quality, groundwater quality, or sediment management standards.
3. To control peak volumetric flow rates and velocities of stormwater discharges.

B. General Requirements

1. The SWPPP must include a narrative and drawings. All BMPs must be clearly referenced in the narrative and marked on the drawings. The SWPPP narrative must include documentation to explain and justify the pollution prevention decisions made for the project. Documentation must include:
 - a. Information about existing site conditions (topography, drainage, soils, vegetation, etc.).
 - b. Potential erosion problem areas.
 - c. The 13 elements of a SWPPP in Special Condition S9.D.1-13, including BMPs used to address each element.
 - d. Construction phasing/sequence and general BMP implementation schedule.
 - e. The actions to be taken if BMP performance goals are not achieved—for example, a contingency plan for additional treatment and/or storage of stormwater that would violate the water quality standards if discharged.
 - f. Engineering calculations for ponds, treatment systems, and any other designed structures. When a treatment system requires engineering calculations, these calculations must be included in the SWPPP. Engineering calculations do not need to be included in the SWPPP for treatment systems that do not require such calculations.
2. The Permittee must modify the SWPPP if, during inspections or investigations conducted by the owner/operator, or the applicable local or state regulatory authority, it is determined that the SWPPP is, or would be, ineffective in eliminating or significantly minimizing pollutants in stormwater discharges from the site. The Permittee must then:
 - a. Review the SWPPP for compliance with Special Condition S9 and make appropriate revisions within 7 days of the inspection or investigation.
 - b. Immediately begin the process to fully implement and maintain appropriate source control and/or treatment BMPs as soon as possible, addressing the problems no later than 10 days from the inspection or investigation. If installation of necessary treatment BMPs is not feasible within 10 days, Ecology may approve additional time when an extension is requested by a Permittee within the initial 10-day response period.
 - c. Document BMP implementation and maintenance in the site log book.

The Permittee must modify the SWPPP whenever there is a change in design, construction, operation, or maintenance at the construction site that has, or could have, a significant effect on the discharge of pollutants to waters of the State.

C. Stormwater Best Management Practices (BMPs)

BMPs must be consistent with:

1. *Stormwater Management Manual for Western Washington* (most current approved edition at the time this permit was issued), for sites west of the crest of the Cascade Mountains; *or*

2. *Stormwater Management Manual for Eastern Washington* (most current approved edition at the time this permit was issued), for sites east of the crest of the Cascade Mountains; *or*
3. Revisions to the manuals listed in Special Condition S9.C.1 & 2, or other stormwater management guidance documents or manuals which provide an equivalent level of pollution prevention, that are approved by Ecology and incorporated into this permit in accordance with the permit modification requirements of WAC 173-226-230; *or*
4. Documentation in the SWPPP that the BMPs selected provide an equivalent level of pollution prevention, compared to the applicable stormwater management manuals, including:
 - a. The technical basis for the selection of all stormwater BMPs (scientific, technical studies, and/or modeling) that support the performance claims for the BMPs being selected.
 - b. An assessment of how the selected BMP will satisfy AKART requirements and the applicable federal technology-based treatment requirements under 40 CFR part 125.3.

D. SWPPP – Narrative Contents and Requirements

The Permittee must include each of the 13 elements below in Special Condition S9.D.1-13 in the narrative of the SWPPP and implement them unless site conditions render the element unnecessary and the exemption from that element is clearly justified in the SWPPP.

1. Preserve Vegetation/Mark Clearing Limits
 - a. Before beginning land-disturbing activities, including clearing and grading, clearly mark all clearing limits, sensitive areas and their buffers, and trees that are to be preserved within the construction area.
 - b. Retain the duff layer, native topsoil, and natural vegetation in an undisturbed state to the maximum degree practicable.
2. Establish Construction Access
 - a. Limit construction vehicle access and exit to one route, if possible.
 - b. Stabilize access points with a pad of quarry spalls, crushed rock, or other equivalent BMPs, to minimize tracking sediment onto roads.
 - c. Locate wheel wash or tire baths on site, if the stabilized construction entrance is not effective in preventing tracking sediment onto roads.
 - d. If sediment is tracked off site, clean the affected roadway thoroughly at the end of each day, or more frequently as necessary (for example, during wet weather). Remove sediment from roads by shoveling, sweeping, or pickup and transport of the sediment to a controlled sediment disposal area.
 - e. Conduct street washing only after sediment removal in accordance with Special Condition S9.D.2.d.
 - f. Control street wash wastewater by pumping back on site or otherwise preventing it from discharging into systems tributary to waters of the State.

3. Control Flow Rates

- a. Protect properties and waterways downstream of construction sites from erosion and the associated discharge of turbid waters due to increases in the velocity and peak volumetric flow rate of stormwater runoff from the project site, as required by local plan approval authority.
- b. Where necessary to comply with Special Condition S9.D.3.a, construct stormwater infiltration or detention BMPs as one of the first steps in grading. Assure that detention BMPs function properly before constructing site improvements (for example, impervious surfaces).
- c. If permanent infiltration ponds are used for flow control during construction, protect these facilities from sedimentation during the construction phase.

4. Install Sediment Controls

The Permittee must design, install and maintain effective erosion controls and sediment controls to minimize the discharge of pollutants. At a minimum, the Permittee must:

- a. Construct sediment control BMPs (sediment ponds, traps, filters, infiltration facilities, etc.) as one of the first steps in grading. These BMPs must be functional before other land disturbing activities take place.
- b. Minimize sediment discharges from the site. The design, installation and maintenance of erosion and sediment controls must address factors such as the amount, frequency, intensity and duration of precipitation, the nature of resulting stormwater runoff, and soil characteristics, including the range of soil particle sizes expected to be present on the site.
- c. Direct stormwater runoff from disturbed areas through a sediment pond or other appropriate sediment removal BMP, before the runoff leaves a construction site or before discharge to an infiltration facility. Runoff from fully stabilized areas may be discharged without a sediment removal BMP, but must meet the flow control performance standard of Special Condition S9.D.3.a.
- d. Locate BMPs intended to trap sediment on site in a manner to avoid interference with the movement of juvenile salmonids attempting to enter off-channel areas or drainages.
- e. Provide and maintain natural buffers around surface waters, direct stormwater to vegetated areas to increase sediment removal and maximize stormwater infiltration, unless infeasible.
- f. Where feasible, design outlet structures that withdraw impounded stormwater from the surface to avoid discharging sediment that is still suspended lower in the water column.

5. Stabilize Soils

- a. The Permittee must stabilize exposed and unworked soils by application of effective BMPs that prevent erosion. Applicable BMPs include, but are not limited to: temporary and permanent seeding, sodding, mulching, plastic covering, erosion

control fabrics and matting, soil application of polyacrylamide (PAM), the early application of gravel base on areas to be paved, and dust control.

- b. The Permittee must control stormwater volume and velocity within the site to minimize soil erosion.
- c. The Permittee must control stormwater discharges, including both peak flow rates and total stormwater volume, to minimize erosion at outlets and to minimize downstream channel and stream bank erosion.
- d. Depending on the geographic location of the project, the Permittee must not allow soils to remain exposed and unworked for more than the time periods set forth below to prevent erosion.

West of the Cascade Mountains Crest

During the dry season (May 1 - September 30): 7 days

During the wet season (October 1 - April 30): 2 days

East of the Cascade Mountains Crest, except for Central Basin*

During the dry season (July 1 - September 30): 10 days

During the wet season (October 1 - June 30): 5 days

The Central Basin*, East of the Cascade Mountains Crest

During the dry Season (July 1 - September 30): 30 days

During the wet season (October 1 - June 30): 15 days

***Note: The Central Basin** is defined as the portions of Eastern Washington with mean annual precipitation of less than 12 inches.

- e. The Permittee must stabilize soils at the end of the shift before a holiday or weekend if needed based on the weather forecast.
- f. The Permittee must stabilize soil stockpiles from erosion, protected with sediment trapping measures, and where possible, be located away from storm drain inlets, waterways, and drainage channels.
- g. The Permittee must minimize the amount of soil exposed during construction activity.
- h. The Permittee must minimize the disturbance of steep slopes.
- i. The Permittee must minimize soil compaction and, unless infeasible, preserve topsoil.

6. Protect Slopes

- a. The Permittee must design and construct cut-and-fill slopes in a manner to minimize erosion. Applicable practices include, but are not limited to, reducing continuous length of slope with terracing and diversions, reducing slope steepness, and roughening slope surfaces (for example, track walking).
- b. The Permittee must divert off-site stormwater (run-on) or groundwater away from slopes and disturbed areas with interceptor dikes, pipes, and/or swales. Off-site stormwater should be managed separately from stormwater generated on the site.
- c. At the top of slopes, collect drainage in pipe slope drains or protected channels to prevent erosion.

- i. West of the Cascade Mountains Crest: Temporary pipe slope drains must handle the peak 10-minute flow rate from a Type 1A, 10-year, 24-hour frequency storm for the developed condition. Alternatively, the 10-year, 1-hour flow rate predicted by an approved continuous runoff model, increased by a factor of 1.6, may be used. The hydrologic analysis must use the existing land cover condition for predicting flow rates from tributary areas outside the project limits. For tributary areas on the project site, the analysis must use the temporary or permanent project land cover condition, whichever will produce the highest flow rates. If using the Western Washington Hydrology Model (WWHM) to predict flows, bare soil areas should be modeled as "landscaped area."
 - ii. East of the Cascade Mountains Crest: Temporary pipe slope drains must handle the expected peak flow rate from a 6-month, 3-hour storm for the developed condition, referred to as the short duration storm.
- d. Place excavated material on the uphill side of trenches, consistent with safety and space considerations.
- e. Place check dams at regular intervals within constructed channels that are cut down a slope.
- 7. Protect Drain Inlets
 - a. Protect all storm drain inlets made operable during construction so that stormwater runoff does not enter the conveyance system without first being filtered or treated to remove sediment.
 - b. Clean or remove and replace inlet protection devices when sediment has filled one-third of the available storage (unless a different standard is specified by the product manufacturer).
- 8. Stabilize Channels and Outlets
 - a. Design, construct and stabilize all on-site conveyance channels to prevent erosion from the following expected peak flows:
 - i. West of the Cascade Mountains Crest: Channels must handle the peak 10-minute flow rate from a Type 1A, 10-year, 24-hour frequency storm for the developed condition. Alternatively, the 10-year, 1-hour flow rate indicated by an approved continuous runoff model, increased by a factor of 1.6, may be used. The hydrologic analysis must use the existing land cover condition for predicting flow rates from tributary areas outside the project limits. For tributary areas on the project site, the analysis must use the temporary or permanent project land cover condition, whichever will produce the highest flow rates. If using the WWHM to predict flows, bare soil areas should be modeled as "landscaped area."
 - ii. East of the Cascade Mountains Crest: Channels must handle the expected peak flow rate from a 6-month, 3-hour storm for the developed condition, referred to as the short duration storm.
 - b. Provide stabilization, including armoring material, adequate to prevent erosion of outlets, adjacent stream banks, slopes, and downstream reaches at the outlets of all conveyance systems.

9. Control Pollutants

Design, install, implement and maintain effective pollution prevention measures to minimize the discharge of pollutants. The Permittee must:

- a. Handle and dispose of all pollutants, including waste materials and demolition debris that occur on site in a manner that does not cause contamination of stormwater.
- b. Provide cover, containment, and protection from vandalism for all chemicals, liquid products, petroleum products, and other materials that have the potential to pose a threat to human health or the environment. Minimize storage of hazardous materials on-site. Safety Data Sheets (SDS) should be supplied for all materials stored. Chemicals should be kept in their original labeled containers. On-site fueling tanks must include secondary containment. Secondary containment means placing tanks or containers within an impervious structure capable of containing 110% of the volume of the largest tank within the containment structure. Double-walled tanks do not require additional secondary containment.
- c. Conduct maintenance, fueling, and repair of heavy equipment and vehicles using spill prevention and control measures. Clean contaminated surfaces immediately following any spill incident.
- d. Discharge wheel wash or tire bath wastewater to a separate on-site treatment system that prevents discharge to surface water, such as closed-loop recirculation or upland land application, or to the sanitary sewer with local sewer district approval.
- e. Apply fertilizers and pesticides in a manner and at application rates that will not result in loss of chemical to stormwater runoff. Follow manufacturers' label requirements for application rates and procedures.
- f. Use BMPs to prevent contamination of stormwater runoff by pH-modifying sources. The sources for this contamination include, but are not limited to: bulk cement, cement kiln dust, fly ash, new concrete washing and curing waters, recycled concrete stockpiles, waste streams generated from concrete grinding and sawing, exposed aggregate processes, dewatering concrete vaults, concrete pumping and mixer washout waters. (Also refer to the definition for "concrete wastewater" in Appendix A – Definitions.)
- g. Adjust the pH of stormwater or authorized non-stormwater if necessary to prevent an exceedance of groundwater and/or surface water quality standards.
- h. Assure that washout of concrete trucks is performed off-site or in designated concrete washout areas only. Do not wash out concrete truck drums onto the ground, or into storm drains, open ditches, streets, or streams. Washout of small concrete handling equipment may be disposed of in a formed area awaiting concrete where it will not contaminate surface or groundwater. Do not dump excess concrete on site, except in designated concrete washout areas. Concrete spillage or concrete discharge directly to groundwater or surface waters of the State is

prohibited. At no time shall concrete be washed off into the footprint of an area where an infiltration BMP will be installed.

- i. Obtain written approval from Ecology before using any chemical treatment, with the exception of CO₂, dry ice or food grade vinegar, to adjust pH.
- j. Uncontaminated water from water-only based shaft drilling for construction of building, road, and bridge foundations may be infiltrated provided the wastewater is managed in a way that prohibits discharge to surface waters. Prior to infiltration, water from water-only based shaft drilling that comes into contact with curing concrete must be neutralized until pH is in the range of 6.5 to 8.5 (su).

10. Control Dewatering

- a. Permittees must discharge foundation, vault, and trench dewatering water, which have characteristics similar to stormwater runoff at the site, in conjunction with BMPs to reduce sedimentation before discharge to a sediment trap or sediment pond.
- b. Permittees may discharge clean, non-turbid dewatering water, such as well-point groundwater, to systems tributary to, or directly into surface waters of the State, as specified in Special Condition S9.D.8, provided the dewatering flow does not cause erosion or flooding of receiving waters. Do not route clean dewatering water through stormwater sediment ponds. Note that “surface waters of the State” may exist on a construction site as well as off site; for example, a creek running through a site.
- c. Other dewatering treatment or disposal options may include:
 - i. Infiltration
 - ii. Transport off site in a vehicle, such as a vacuum flush truck, for legal disposal in a manner that does not pollute state waters.
 - iii. Ecology-approved on-site chemical treatment or other suitable treatment technologies (See S9.D.9.i, regarding chemical treatment written approval).
 - iv. Sanitary or combined sewer discharge with local sewer district approval, if there is no other option.
 - v. Use of a sedimentation bag with discharge to a ditch or swale for small volumes of localized dewatering.
- d. Permittees must handle highly turbid or contaminated dewatering water separately from stormwater.

11. Maintain BMPs

- a. Permittees must maintain and repair all temporary and permanent erosion and sediment control BMPs as needed to assure continued performance of their intended function in accordance with BMP specifications.
- b. Permittees must remove all temporary erosion and sediment control BMPs within 30 days after achieving final site stabilization or after the temporary BMPs are no longer needed.

12. Manage the Project

- a. Phase development projects to the maximum degree practicable and take into account seasonal work limitations.
- b. Inspect, maintain and repair all BMPs as needed to assure continued performance of their intended function. Conduct site inspections and monitoring in accordance with Special Condition S4.
- c. Maintain, update, and implement the SWPPP in accordance with Special Conditions S3, S4, and S9.

13. Protect Low Impact Development (LID) BMPs

The primary purpose of on-site LID Stormwater Management is to reduce the disruption of the natural site hydrology through infiltration. LID BMPs are permanent facilities.

- a. Permittees must protect all LID BMPs (including, but not limited to, Bioretention and Rain Garden facilities) from sedimentation through installation and maintenance of erosion and sediment control BMPs on portions of the site that drain into the Bioretention and/or Rain Garden facilities. Restore the BMPs to their fully functioning condition if they accumulate sediment during construction. Restoring the facility must include removal of sediment and any sediment-laden bioretention/ rain garden soils, and replacing the removed soils with soils meeting the design specification.
- b. Permittees must maintain the infiltration capabilities of LID BMPs by protecting against compaction by construction equipment and foot traffic. Protect completed lawn and landscaped areas from compaction due to construction equipment.
- c. Permittees must control erosion and avoid introducing sediment from surrounding land uses onto permeable pavements. Do not allow muddy construction equipment on the base material or pavement. Do not allow sediment-laden runoff onto permeable pavements or base materials.
- d. Permittees must clean permeable pavements fouled with sediments or no longer passing an initial infiltration test using local stormwater manual methodology or the manufacturer's procedures.
- e. Permittees must keep all heavy equipment off existing soils under LID BMPs that have been excavated to final grade to retain the infiltration rate of the soils.

E. SWPPP – Map Contents and Requirements

The Permittee's SWPPP must also include a vicinity map or general location map (for example, a USGS quadrangle map, a portion of a county or city map, or other appropriate map) with enough detail to identify the location of the construction site and receiving waters within one mile of the site.

The SWPPP must also include a legible site map (or maps) showing the entire construction site. The following features must be identified, unless not applicable due to site conditions.

1. The direction of north, property lines, and existing structures and roads.
2. Cut and fill slopes indicating the top and bottom of slope catch lines.

3. Approximate slopes, contours, and direction of stormwater flow before and after major grading activities.
4. Areas of soil disturbance and areas that will not be disturbed.
5. Locations of structural and nonstructural controls (BMPs) identified in the SWPPP.
6. Locations of off-site material, stockpiles, waste storage, borrow areas, and vehicle/equipment storage areas.
7. Locations of all surface water bodies, including wetlands.
8. Locations where stormwater or non-stormwater discharges off-site and/or to a surface waterbody, including wetlands.
9. Location of water quality sampling station(s), if sampling is required by state or local permitting authority.
10. Areas where final stabilization has been accomplished and no further construction-phase permit requirements apply.
11. Location or proposed location of LID facilities.

S10. NOTICE OF TERMINATION

Partial terminations of permit coverage are not authorized.

A. The site is eligible for termination of coverage when it has met any of the following conditions:

1. The site has undergone final stabilization, the Permittee has removed all temporary BMPs (except biodegradable BMPs clearly manufactured with the intention for the material to be left in place and not interfere with maintenance or land use), and all stormwater discharges associated with construction activity have been eliminated; *or*
2. All portions of the site that have not undergone final stabilization per Special Condition S10.A.1 have been sold and/or transferred (per Special Condition S2.A), and the Permittee no longer has operational control of the construction activity; *or*
3. For residential construction only, the Permittee has completed temporary stabilization and the homeowners have taken possession of the residences.

B. When the site is eligible for termination, the Permittee must submit a complete and accurate Notice of Termination (NOT) form, signed in accordance with General Condition G2, to:

Department of Ecology
Water Quality Program - Construction Stormwater
PO Box 47696
Olympia, WA 98504-7696

When an electronic termination form is available, the Permittee may choose to submit a complete and accurate Notice of Termination (NOT) form through the Water Quality Permitting Portal rather than mailing a hardcopy as noted above.

The termination is effective on the 31st calendar day following the date Ecology receives a complete NOT form, unless Ecology notifies the Permittee that termination request is denied because the Permittee has not met the eligibility requirements in Special Condition S10.A.

Permittees are required to comply with all conditions and effluent limitations in the permit until the permit has been terminated.

Permittees transferring the property to a new property owner or operator/Permittee are required to complete and submit the Notice of Transfer form to Ecology, but are not required to submit a Notice of Termination form for this type of transaction.

GENERAL CONDITIONS

G1. DISCHARGE VIOLATIONS

All discharges and activities authorized by this general permit must be consistent with the terms and conditions of this general permit. Any discharge of any pollutant more frequent than or at a level in excess of that identified and authorized by the general permit must constitute a violation of the terms and conditions of this permit.

G2. SIGNATORY REQUIREMENTS

- A. All permit applications must bear a certification of correctness to be signed:
 - 1. In the case of corporations, by a responsible corporate officer.
 - 2. In the case of a partnership, by a general partner of a partnership.
 - 3. In the case of sole proprietorship, by the proprietor.
 - 4. In the case of a municipal, state, or other public facility, by either a principal executive officer or ranking elected official.
- B. All reports required by this permit and other information requested by Ecology (including NOIs, NOTs, and Transfer of Coverage forms) must be signed by a person described above or by a duly authorized representative of that person. A person is a duly authorized representative only if:
 - 1. The authorization is made in writing by a person described above and submitted to Ecology.
 - 2. The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility, such as the position of plant manager, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters.
- C. Changes to authorization. If an authorization under paragraph G2.B.2 above is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of paragraph G2.B.2 above must be submitted to Ecology prior to or together with any reports, information, or applications to be signed by an authorized representative.
- D. Certification. Any person signing a document under this section must make the following certification:

I certify under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

G3. RIGHT OF INSPECTION AND ENTRY

The Permittee must allow an authorized representative of Ecology, upon the presentation of credentials and such other documents as may be required by law:

- A.** To enter upon the premises where a discharge is located or where any records are kept under the terms and conditions of this permit.
- B.** To have access to and copy, at reasonable times and at reasonable cost, any records required to be kept under the terms and conditions of this permit.
- C.** To inspect, at reasonable times, any facilities, equipment (including monitoring and control equipment), practices, methods, or operations regulated or required under this permit.
- D.** To sample or monitor, at reasonable times, any substances or parameters at any location for purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act.

G4. GENERAL PERMIT MODIFICATION AND REVOCATION

This permit may be modified, revoked and reissued, or terminated in accordance with the provisions of Chapter 173-226 WAC. Grounds for modification, revocation and reissuance, or termination include, but are not limited to, the following:

- A.** When a change occurs in the technology or practices for control or abatement of pollutants applicable to the category of dischargers covered under this permit.
- B.** When effluent limitation guidelines or standards are promulgated pursuant to the CWA or Chapter 90.48 RCW, for the category of dischargers covered under this permit.
- C.** When a water quality management plan containing requirements applicable to the category of dischargers covered under this permit is approved, or
- D.** When information is obtained that indicates cumulative effects on the environment from dischargers covered under this permit are unacceptable.

G5. REVOCATION OF COVERAGE UNDER THE PERMIT

Pursuant to Chapter 43.21B RCW and Chapter 173-226 WAC, the Director may terminate coverage for any discharger under this permit for cause. Cases where coverage may be terminated include, but are not limited to, the following:

- A.** Violation of any term or condition of this permit.
- B.** Obtaining coverage under this permit by misrepresentation or failure to disclose fully all relevant facts.
- C.** A change in any condition that requires either a temporary or permanent reduction or elimination of the permitted discharge.
- D.** Failure or refusal of the Permittee to allow entry as required in RCW 90.48.090.
- E.** A determination that the permitted activity endangers human health or the environment, or contributes to water quality standards violations.
- F.** Nonpayment of permit fees or penalties assessed pursuant to RCW 90.48.465 and Chapter 173-224 WAC.

- G.** Failure of the Permittee to satisfy the public notice requirements of WAC 173-226-130(5), when applicable.

The Director may require any discharger under this permit to apply for and obtain coverage under an individual permit or another more specific general permit. Permittees who have their coverage revoked for cause according to WAC 173-226-240 may request temporary coverage under this permit during the time an individual permit is being developed, provided the request is made within ninety (90) days from the time of revocation and is submitted along with a complete individual permit application form.

G6. REPORTING A CAUSE FOR MODIFICATION

The Permittee must submit a new application, or a supplement to the previous application, whenever a material change to the construction activity or in the quantity or type of discharge is anticipated which is not specifically authorized by this permit. This application must be submitted at least sixty (60) days prior to any proposed changes. Filing a request for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not relieve the Permittee of the duty to comply with the existing permit until it is modified or reissued.

G7. COMPLIANCE WITH OTHER LAWS AND STATUTES

Nothing in this permit will be construed as excusing the Permittee from compliance with any applicable federal, state, or local statutes, ordinances, or regulations.

G8. DUTY TO REAPPLY

The Permittee must apply for permit renewal at least 180 days prior to the specified expiration date of this permit. The Permittee must reapply using the electronic application form (NOI) available on Ecology's website. Permittees unable to submit electronically (for example, those who do not have an internet connection) must contact Ecology to request a waiver and obtain instructions on how to obtain a paper NOI.

Department of Ecology
Water Quality Program - Construction Stormwater
PO Box 47696
Olympia, WA 98504-7696

G9. REMOVED SUBSTANCE

The Permittee must not re-suspend or reintroduce collected screenings, grit, solids, sludges, filter backwash, or other pollutants removed in the course of treatment or control of stormwater to the final effluent stream for discharge to state waters.

G10. DUTY TO PROVIDE INFORMATION

The Permittee must submit to Ecology, within a reasonable time, all information that Ecology may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. The Permittee must also submit to Ecology, upon request, copies of records required to be kept by this permit [40 CFR 122.41(h)].

G11. OTHER REQUIREMENTS OF 40 CFR

All other requirements of 40 CFR 122.41 and 122.42 are incorporated in this permit by reference.

G12. ADDITIONAL MONITORING

Ecology may establish specific monitoring requirements in addition to those contained in this permit by administrative order or permit modification.

G13. PENALTIES FOR VIOLATING PERMIT CONDITIONS

Any person who is found guilty of willfully violating the terms and conditions of this permit shall be deemed guilty of a crime, and upon conviction thereof shall be punished by a fine of up to ten thousand dollars (\$10,000) and costs of prosecution, or by imprisonment at the discretion of the court. Each day upon which a willful violation occurs may be deemed a separate and additional violation.

Any person who violates the terms and conditions of a waste discharge permit shall incur, in addition to any other penalty as provided by law, a civil penalty in the amount of up to ten thousand dollars (\$10,000) for every such violation. Each and every such violation shall be a separate and distinct offense, and in case of a continuing violation, every day's continuance shall be deemed to be a separate and distinct violation.

G14. UPSET

Definition – "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limitations because of factors beyond the reasonable control of the Permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

An upset constitutes an affirmative defense to an action brought for noncompliance with such technology-based permit effluent limitations if the requirements of the following paragraph are met.

A Permittee who wishes to establish the affirmative defense of upset must demonstrate, through properly signed, contemporaneous operating logs or other relevant evidence that: 1) an upset occurred and that the Permittee can identify the cause(s) of the upset; 2) the permitted facility was being properly operated at the time of the upset; 3) the Permittee submitted notice of the upset as required in Special Condition S5.F, and; 4) the Permittee complied with any remedial measures required under this permit.

In any enforcement proceeding, the Permittee seeking to establish the occurrence of an upset has the burden of proof.

G15. PROPERTY RIGHTS

This permit does not convey any property rights of any sort, or any exclusive privilege.

G16. DUTY TO COMPLY

The Permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Clean Water Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application.

G17. TOXIC POLLUTANTS

The Permittee must comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time provided in the regulations that establish those standards or prohibitions, even if this permit has not yet been modified to incorporate the requirement.

G18. PENALTIES FOR TAMPERING

The Clean Water Act provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than two years per violation, or by both. If a conviction of a person is for a violation committed after a first conviction of such person under this condition, punishment shall be a fine of not more than \$20,000 per day of violation, or imprisonment of not more than four (4) years, or both.

G19. REPORTING PLANNED CHANGES

The Permittee must, as soon as possible, give notice to Ecology of planned physical alterations, modifications or additions to the permitted construction activity. The Permittee should be aware that, depending on the nature and size of the changes to the original permit, a new public notice and other permit process requirements may be required. Changes in activities that require reporting to Ecology include those that will result in:

- A.** The permitted facility being determined to be a new source pursuant to 40 CFR 122.29(b).
- B.** A significant change in the nature or an increase in quantity of pollutants discharged, including but not limited to: a 20% or greater increase in acreage disturbed by construction activity.
- C.** A change in or addition of surface water(s) receiving stormwater or non-stormwater from the construction activity.
- D.** A change in the construction plans and/or activity that affects the Permittee's monitoring requirements in Special Condition S4.

Following such notice, permit coverage may be modified, or revoked and reissued pursuant to 40 CFR 122.62(a) to specify and limit any pollutants not previously limited. Until such modification is effective, any new or increased discharge in excess of permit limits or not specifically authorized by this permit constitutes a violation.

G20. REPORTING OTHER INFORMATION

Where the Permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to Ecology, it must promptly submit such facts or information.

G21. REPORTING ANTICIPATED NON-COMPLIANCE

The Permittee must give advance notice to Ecology by submission of a new application or supplement thereto at least forty-five (45) days prior to commencement of such discharges, of any facility expansions, production increases, or other planned changes, such as process modifications, in the permitted facility or activity which may result in noncompliance with permit limits or conditions. Any maintenance of facilities, which might necessitate unavoidable interruption of

operation and degradation of effluent quality, must be scheduled during non-critical water quality periods and carried out in a manner approved by Ecology.

G22. REQUESTS TO BE EXCLUDED FROM COVERAGE UNDER THE PERMIT

Any discharger authorized by this permit may request to be excluded from coverage under the general permit by applying for an individual permit. The discharger must submit to the Director an application as described in WAC 173-220-040 or WAC 173-216-070, whichever is applicable, with reasons supporting the request. These reasons will fully document how an individual permit will apply to the applicant in a way that the general permit cannot. Ecology may make specific requests for information to support the request. The Director will either issue an individual permit or deny the request with a statement explaining the reason for the denial. When an individual permit is issued to a discharger otherwise subject to the construction stormwater general permit, the applicability of the construction stormwater general permit to that Permittee is automatically terminated on the effective date of the individual permit.

G23. APPEALS

- A.** The terms and conditions of this general permit, as they apply to the appropriate class of dischargers, are subject to appeal by any person within 30 days of issuance of this general permit, in accordance with Chapter 43.21B RCW, and Chapter 173-226 WAC.
- B.** The terms and conditions of this general permit, as they apply to an individual discharger, are appealable in accordance with Chapter 43.21B RCW within 30 days of the effective date of coverage of that discharger. Consideration of an appeal of general permit coverage of an individual discharger is limited to the general permit's applicability or nonapplicability to that individual discharger.
- C.** The appeal of general permit coverage of an individual discharger does not affect any other dischargers covered under this general permit. If the terms and conditions of this general permit are found to be inapplicable to any individual discharger(s), the matter shall be remanded to Ecology for consideration of issuance of an individual permit or permits.

G24. SEVERABILITY

The provisions of this permit are severable, and if any provision of this permit, or application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit shall not be affected thereby.

G25. BYPASS PROHIBITED

A. Bypass Procedures

Bypass, which is the intentional diversion of waste streams from any portion of a treatment facility, is prohibited for stormwater events below the design criteria for stormwater management. Ecology may take enforcement action against a Permittee for bypass unless one of the following circumstances (1, 2, 3 or 4) is applicable.

- 1. Bypass of stormwater is consistent with the design criteria and part of an approved management practice in the applicable stormwater management manual.
- 2. Bypass for essential maintenance without the potential to cause violation of permit limits or conditions.

Bypass is authorized if it is for essential maintenance and does not have the potential to cause violations of limitations or other conditions of this permit, or adversely impact public health.

3. Bypass of stormwater is unavoidable, unanticipated, and results in noncompliance of this permit.

This bypass is permitted only if:

- a. Bypass is unavoidable to prevent loss of life, personal injury, or severe property damage. "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which would cause them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass.
 - b. There are no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, maintenance during normal periods of equipment downtime (but not if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance), or transport of untreated wastes to another treatment facility.
 - c. Ecology is properly notified of the bypass as required in Special Condition S5.F of this permit.
4. A planned action that would cause bypass of stormwater and has the potential to result in noncompliance of this permit during a storm event.

The Permittee must notify Ecology at least thirty (30) days before the planned date of bypass. The notice must contain:

- a. A description of the bypass and its cause
 - b. An analysis of all known alternatives which would eliminate, reduce, or mitigate the need for bypassing.
 - c. A cost-effectiveness analysis of alternatives including comparative resource damage assessment.
 - d. The minimum and maximum duration of bypass under each alternative.
 - e. A recommendation as to the preferred alternative for conducting the bypass.
 - f. The projected date of bypass initiation.
 - g. A statement of compliance with SEPA.
 - h. A request for modification of water quality standards as provided for in WAC 173-201A-110, if an exceedance of any water quality standard is anticipated.
 - i. Steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass.
5. For probable construction bypasses, the need to bypass is to be identified as early in the planning process as possible. The analysis required above must be considered during

preparation of the Stormwater Pollution Prevention Plan (SWPPP) and must be included to the extent practical. In cases where the probable need to bypass is determined early, continued analysis is necessary up to and including the construction period in an effort to minimize or eliminate the bypass.

Ecology will consider the following before issuing an administrative order for this type bypass:

- a. If the bypass is necessary to perform construction or maintenance-related activities essential to meet the requirements of this permit.
- b. If there are feasible alternatives to bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, stopping production, maintenance during normal periods of equipment down time, or transport of untreated wastes to another treatment facility.
- c. If the bypass is planned and scheduled to minimize adverse effects on the public and the environment.

After consideration of the above and the adverse effects of the proposed bypass and any other relevant factors, Ecology will approve, conditionally approve, or deny the request. The public must be notified and given an opportunity to comment on bypass incidents of significant duration, to the extent feasible. Approval of a request to bypass will be by administrative order issued by Ecology under RCW 90.48.120.

B. Duty to Mitigate

The Permittee is required to take all reasonable steps to minimize or prevent any discharge or sludge use or disposal in violation of this permit that has a reasonable likelihood of adversely affecting human health or the environment.

APPENDIX A – DEFINITIONS

AKART is an acronym for “**All Known, Available, and Reasonable** methods of prevention, control, and Treatment.” AKART represents the most current methodology that can be reasonably required for preventing, controlling, or abating the pollutants and controlling pollution associated with a discharge.

Applicable TMDL means a TMDL for turbidity, fine sediment, high pH, or phosphorus, which was completed and approved by EPA before January 1, 2021, or before the date the operator’s complete permit application is received by Ecology, whichever is later. TMDLs completed after a complete permit application is received by Ecology become applicable to the Permittee only if they are imposed through an administrative order by Ecology, or through a modification of permit coverage.

Applicant means an *operator* seeking coverage under this permit.

Benchmark means a pollutant concentration used as a permit threshold, below which a pollutant is considered unlikely to cause a water quality violation, and above which it may. When pollutant concentrations exceed benchmarks, corrective action requirements take effect. Benchmark values are not water quality standards and are not numeric effluent limitations; they are indicator values.

Best Management Practices (BMPs) means schedules of activities, prohibitions of practices, maintenance procedures, and other physical, structural and/or managerial practices to prevent or reduce the pollution of waters of the State. BMPs include treatment systems, operating procedures, and practices to control stormwater associated with construction activity, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

Buffer means an area designated by a local jurisdiction that is contiguous to and intended to protect a sensitive area.

Bypass means the intentional diversion of waste streams from any portion of a treatment facility.

Calendar Day A period of 24 consecutive hours starting at 12:00 midnight and ending the following 12:00 midnight.

Calendar Week (same as **Week**) means a period of seven consecutive days starting at 12:01 a.m. (0:01 hours) on Sunday.

Certified Erosion and Sediment Control Lead (CESCL) means a person who has current certification through an approved erosion and sediment control training program that meets the minimum training standards established by Ecology (See BMP C160 in the SWMM).

Chemical Treatment means the addition of chemicals to stormwater and/or authorized non-stormwater prior to filtration and discharge to surface waters.

Clean Water Act (CWA) means the Federal Water Pollution Control Act enacted by Public Law 92-500, as amended by Public Laws 95-217, 95-576, 96-483, and 97-117; USC 1251 et seq.

Combined Sewer means a sewer which has been designed to serve as a sanitary sewer and a storm sewer, and into which inflow is allowed by local ordinance.

Common Plan of Development or Sale means a site where multiple separate and distinct construction activities may be taking place at different times on different schedules and/or by different contractors, but still under a single plan. Examples include: 1) phased projects and projects with multiple filings or lots, even if the separate phases or filings/lots will be constructed under separate contract or by separate owners (e.g., a development where lots are sold to separate builders); 2) a development plan that may be phased over multiple years, but is still under a consistent plan for long-term development; 3) projects in a contiguous area that may be unrelated but still under the same contract, such as construction of a building extension and a new parking lot at the same facility; and 4) linear projects such as roads, pipelines, or utilities. If the project is part of a common plan of development or sale, the disturbed area of the entire plan must be used in determining permit requirements.

Composite Sample means a mixture of grab samples collected at the same sampling point at different times, formed either by continuous sampling or by mixing discrete samples. May be "time-composite" (collected at constant time intervals) or "flow-proportional" (collected either as a constant sample volume at time intervals proportional to stream flow, or collected by increasing the volume of each aliquot as the flow increases while maintaining a constant time interval between the aliquots).

Concrete Wastewater means any water used in the production, pouring and/or clean-up of concrete or concrete products, and any water used to cut, grind, wash, or otherwise modify concrete or concrete products. Examples include water used for or resulting from concrete truck/mixer/pumper/tool/chute rinsing or washing, concrete saw cutting and surfacing (sawing, coring, grinding, roughening, hydro-demolition, bridge and road surfacing). When stormwater combines with concrete wastewater, the resulting water is considered concrete wastewater and must be managed to prevent discharge to waters of the State, including groundwater.

Construction Activity means land disturbing operations including clearing, grading or excavation which disturbs the surface of the land (including off-site disturbance acreage related to construction-support activity). Such activities may include road construction, construction of residential houses, office buildings, or industrial buildings, site preparation, soil compaction, movement and stockpiling of topsoils, and demolition activity.

Construction Support Activity means off-site acreage that will be disturbed as a direct result of the construction project and will discharge stormwater. For example, off-site equipment staging yards, material storage areas, borrow areas, and parking areas.

Contaminant means any hazardous substance that does not occur naturally or occurs at greater than natural background levels. See definition of "hazardous substance" and WAC 173-340-200.

Contaminated soil means soil which contains contaminants, pollutants, or hazardous substances that do not occur naturally or occur at levels greater than natural background.

Contaminated groundwater means groundwater which contains contaminants, pollutants, or hazardous substances that do not occur naturally or occur at levels greater than natural background.

Demonstrably Equivalent means that the technical basis for the selection of all stormwater BMPs is documented within a SWPPP, including:

1. The method and reasons for choosing the stormwater BMPs selected.
2. The pollutant removal performance expected from the BMPs selected.

3. The technical basis supporting the performance claims for the BMPs selected, including any available data concerning field performance of the BMPs selected.
4. An assessment of how the selected BMPs will comply with state water quality standards.
5. An assessment of how the selected BMPs will satisfy both applicable federal technology-based treatment requirements and state requirements to use all known, available, and reasonable methods of prevention, control, and treatment (AKART).

Department means the Washington State Department of Ecology.

Detention means the temporary storage of stormwater to improve quality and/or to reduce the mass flow rate of discharge.

Dewatering means the act of pumping groundwater or stormwater away from an active construction site.

Director means the Director of the Washington State Department of Ecology or his/her authorized representative.

Discharger means an owner or operator of any facility or activity subject to regulation under Chapter 90.48 RCW or the Federal Clean Water Act.

Domestic Wastewater means water carrying human wastes, including kitchen, bath, and laundry wastes from residences, buildings, industrial establishments, or other places, together with such groundwater infiltration or surface waters as may be present.

Ecology means the Washington State Department of Ecology.

Engineered Soils means the use of soil amendments including, but not limited, to Portland cement treated base (CTB), cement kiln dust (CKD), or fly ash to achieve certain desirable soil characteristics.

Equivalent BMPs means operational, source control, treatment, or innovative BMPs which result in equal or better quality of stormwater discharge to surface water or to groundwater than BMPs selected from the SWMM.

Erosion means the wearing away of the land surface by running water, wind, ice, or other geological agents, including such processes as gravitational creep.

Erosion and Sediment Control BMPs means BMPs intended to prevent erosion and sedimentation, such as preserving natural vegetation, seeding, mulching and matting, plastic covering, filter fences, sediment traps, and ponds. Erosion and sediment control BMPs are synonymous with stabilization and structural BMPs.

Federal Operator is an entity that meets the definition of "Operator" in this permit and is either any department, agency or instrumentality of the executive, legislative, and judicial branches of the Federal government of the United States, or another entity, such as a private contractor, performing construction activity for any such department, agency, or instrumentality.

Final Stabilization (same as **fully stabilized** or **full stabilization**) means the completion of all soil disturbing activities at the site and the establishment of permanent vegetative cover, or equivalent permanent stabilization measures (such as pavement, riprap, gabions, or geotextiles) which will prevent erosion. See the applicable Stormwater Management Manual for more information on vegetative cover expectations and equivalent permanent stabilization measures.

Groundwater means water in a saturated zone or stratum beneath the land surface or a surface waterbody.

Hazardous Substance means any dangerous or extremely hazardous waste as defined in RCW 70.105.010 (5) and (6), or any dangerous or extremely dangerous waste as designated by rule under chapter 70.105 RCW; any hazardous sub-stance as defined in RCW 70.105.010(14) or any hazardous substance as defined by rule under chapter 70.105 RCW; any substance that, on the effective date of this section, is a hazardous substance under section 101(14) of the federal cleanup law, 42U.S.C., Sec. 9601(14); petroleum or petroleum products; and any substance or category of substances, including solid waste decomposition products, determined by the director by rule to present a threat to human health or the environment if released into the environment. The term hazardous substance does not include any of the following when contained in an underground storage tank from which there is not a release: crude oil or any fraction thereof or petroleum, if the tank is in compliance with all applicable federal, state, and local law.

Injection Well means a well that is used for the subsurface emplacement of fluids. (See **Well**.)

Jurisdiction means a political unit such as a city, town or county; incorporated for local self-government.

National Pollutant Discharge Elimination System (NPDES) means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring, and enforcing permits, and imposing and enforcing pretreatment requirements, under sections 307, 402, 318, and 405 of the Federal Clean Water Act, for the discharge of pollutants to surface waters of the State from point sources. These permits are referred to as NPDES permits and, in Washington State, are administered by the Washington State Department of Ecology.

Notice of Intent (NOI) means the application for, or a request for coverage under this general permit pursuant to WAC 173-226-200.

Notice of Termination (NOT) means a request for termination of coverage under this general permit as specified by Special Condition S10 of this permit.

Operator means any party associated with a construction project that meets either of the following two criteria:

- The party has operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications; or
- The party has day-to-day operational control of those activities at a project that are necessary to ensure compliance with a SWPPP for the site or other permit conditions (e.g., they are authorized to direct workers at a site to carry out activities required by the SWPPP or comply with other permit conditions).

Permittee means individual or entity that receives notice of coverage under this general permit.

pH means a liquid's measure of acidity or alkalinity. A pH of 7 is defined as neutral. Large variations above or below this value are considered harmful to most aquatic life.

pH Monitoring Period means the time period in which the pH of stormwater runoff from a site must be tested a minimum of once every seven days to determine if stormwater pH is between 6.5 and 8.5.

Point Source means any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, and container from which pollutants are or may be discharged to surface waters of the State. This term does not include return flows from irrigated agriculture. (See the Fact Sheet for further explanation)

Pollutant means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, domestic sewage sludge (biosolids), munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial, municipal, and agricultural waste. This term does not include sewage from vessels within the meaning of section 312 of the CWA, nor does it include dredged or fill material discharged in accordance with a permit issued under section 404 of the CWA.

Pollution means contamination or other alteration of the physical, chemical, or biological properties of waters of the State; including change in temperature, taste, color, turbidity, or odor of the waters; or such discharge of any liquid, gaseous, solid, radioactive or other substance into any waters of the State as will or is likely to create a nuisance or render such waters harmful, detrimental or injurious to the public health, safety or welfare; or to domestic, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses; or to livestock, wild animals, birds, fish or other aquatic life.

Process Wastewater means any non-stormwater which, during manufacturing or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, byproduct, or waste product. If stormwater commingles with process wastewater, the commingled water is considered process wastewater.

Receiving Water means the waterbody at the point of discharge. If the discharge is to a storm sewer system, either surface or subsurface, the receiving water is the waterbody to which the storm system discharges. Systems designed primarily for other purposes such as for groundwater drainage, redirecting stream natural flows, or for conveyance of irrigation water/return flows that coincidentally convey stormwater are considered the receiving water.

Representative means a stormwater or wastewater sample which represents the flow and characteristics of the discharge. Representative samples may be a grab sample, a time-proportionate *composite sample*, or a flow proportionate sample. Ecology's Construction Stormwater Monitoring Manual provides guidance on representative sampling.

Responsible Corporate Officer for the purpose of signatory authority means: (i) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation, or (ii) the manager of one or more manufacturing, production, or operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures (40 CFR 122.22).

Sanitary Sewer means a sewer which is designed to convey domestic wastewater.

Sediment means the fragmented material that originates from the weathering and erosion of rocks or unconsolidated deposits, and is transported by, suspended in, or deposited by water.

Sedimentation means the depositing or formation of sediment.

Sensitive Area means a waterbody, wetland, stream, aquifer recharge area, or channel migration zone.

SEPA (State Environmental Policy Act) means the Washington State Law, RCW 43.21C.020, intended to prevent or eliminate damage to the environment.

Significant Amount means an amount of a pollutant in a discharge that is amenable to available and reasonable methods of prevention or treatment; or an amount of a pollutant that has a reasonable potential to cause a violation of surface or groundwater quality or sediment management standards.

Significant Concrete Work means greater than 1000 cubic yards placed or poured concrete or recycled concrete used over the life of a project.

Significant Contributor of Pollutants means a facility determined by Ecology to be a contributor of a significant amount(s) of a pollutant(s) to waters of the State of Washington.

Site means the land or water area where any "facility or activity" is physically located or conducted.

Source Control BMPs means physical, structural or mechanical devices or facilities that are intended to prevent pollutants from entering stormwater. A few examples of source control BMPs are erosion control practices, maintenance of stormwater facilities, constructing roofs over storage and working areas, and directing wash water and similar discharges to the sanitary sewer or a dead end sump.

Stabilization means the application of appropriate BMPs to prevent the erosion of soils, such as, temporary and permanent seeding, vegetative covers, mulching and matting, plastic covering and sodding. See also the definition of Erosion and Sediment Control BMPs.

Storm Drain means any drain which drains directly into a *storm sewer system*, usually found along roadways or in parking lots.

Storm Sewer System means a means a conveyance, or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains designed or used for collecting or conveying stormwater. This does not include systems which are part of a *combined sewer* or Publicly Owned Treatment Works (POTW), as defined at 40 CFR 122.2.

Stormwater means that portion of precipitation that does not naturally percolate into the ground or evaporate, but flows via overland flow, interflow, pipes, and other features of a stormwater drainage system into a defined surface waterbody, or a constructed infiltration facility.

Stormwater Management Manual (SWMM) or Manual means the technical Manual published by Ecology for use by local governments that contain descriptions of and design criteria for BMPs to prevent, control, or treat pollutants in stormwater.

Stormwater Pollution Prevention Plan (SWPPP) means a documented plan to implement measures to identify, prevent, and control the contamination of point source discharges of stormwater.

Surface Waters of the State includes lakes, rivers, ponds, streams, inland waters, salt waters, and all other surface waters and water courses within the jurisdiction of the state of Washington.

Temporary Stabilization means the exposed ground surface has been covered with appropriate materials to provide temporary stabilization of the surface from water or wind erosion. Materials include, but are not limited to, mulch, riprap, erosion control mats or blankets and temporary cover crops. Seeding alone is not considered stabilization. Temporary stabilization is not a substitute for the more permanent “final stabilization.”

Total Maximum Daily Load (TMDL) means a calculation of the maximum amount of a pollutant that a waterbody can receive and still meet state water quality standards. Percentages of the total maximum daily load are allocated to the various pollutant sources. A TMDL is the sum of the allowable loads of a single pollutant from all contributing point and nonpoint sources. The TMDL calculations must include a "margin of safety" to ensure that the waterbody can be protected in case there are unforeseen events or unknown sources of the pollutant. The calculation must also account for seasonable variation in water quality.

Transfer of Coverage (TOC) means a request for transfer of coverage under this general permit as specified by Special Condition S2.A of this permit.

Treatment BMPs means BMPs that are intended to remove pollutants from stormwater. A few examples of treatment BMPs are detention ponds, oil/water separators, biofiltration, and constructed wetlands.

Transparency means a measurement of water clarity in centimeters (cm), using a 60 cm transparency tube. The transparency tube is used to estimate the relative clarity or transparency of water by noting the depth at which a black and white Secchi disc becomes visible when water is released from a value in the bottom of the tube. A transparency tube is sometimes referred to as a “turbidity tube.”

Turbidity means the clarity of water expressed as nephelometric turbidity units (NTUs) and measured with a calibrated turbidimeter.

Uncontaminated means free from any contaminant. See definition of “contaminant” and WAC 173-340-200.

Upset means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limitations because of factors beyond the reasonable control of the Permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

Waste Load Allocation (WLA) means the portion of a receiving water’s loading capacity that is allocated to one of its existing or future point sources of pollution. WLAs constitute a type of water quality based effluent limitation (40 CFR 130.2[h]).

Water-Only Based Shaft Drilling is a shaft drilling process that uses water only and no additives are involved in the drilling of shafts for construction of building, road, or bridge foundations.

Water Quality means the chemical, physical, and biological characteristics of water, usually with respect to its suitability for a particular purpose.

Waters of the State includes those waters as defined as "waters of the United States" in 40 CFR Subpart 122.2 within the geographic boundaries of Washington State and "waters of the State" as defined in Chapter 90.48 RCW, which include lakes, rivers, ponds, streams, inland waters, underground waters, salt

waters, and all other surface waters and water courses within the jurisdiction of the state of Washington.

Well means a bored, drilled or driven shaft, or dug hole whose depth is greater than the largest surface dimension. (See **Injection Well**.)

Wheel Wash Wastewater means any water used in, or resulting from the operation of, a tire bath or wheel wash (BMP C106: Wheel Wash), or other structure or practice that uses water to physically remove mud and debris from vehicles leaving a construction site and prevent track-out onto roads. When stormwater comes in contact with wheel wash wastewater, the resulting water is considered wheel wash wastewater and must be managed according to Special Condition S9.D.9.

APPENDIX B – ACRONYMS

AKART	All Known, Available, and Reasonable Methods of Prevention, Control, and Treatment
BMP	Best Management Practice
CESCL	Certified Erosion and Sediment Control Lead
CFR	Code of Federal Regulations
CKD	Cement Kiln Dust
cm	Centimeters
CPD	Common Plan of Development
CTB	Cement-Treated Base
CWA	Clean Water Act
DMR	Discharge Monitoring Report
EPA	Environmental Protection Agency
ERTS	Environmental Report Tracking System
ESC	Erosion and Sediment Control
FR	Federal Register
LID	Low Impact Development
NOI	Notice of Intent
NOT	Notice of Termination
NPDES	National Pollutant Discharge Elimination System
NTU	Nephelometric Turbidity Unit
RCW	Revised Code of Washington
SEPA	State Environmental Policy Act
SWMM	Stormwater Management Manual
SWPPP	Stormwater Pollution Prevention Plan
TMDL	Total Maximum Daily Load
UIC	Underground Injection Control
USC	United States Code
USEPA	United States Environmental Protection Agency
WAC	Washington Administrative Code
WQ	Water Quality
WWHM	Western Washington Hydrology Model

Instructions for Submitting Construction Stormwater General Permit (CSWGP) Discharge Monitoring Reports (DMRs)

NOTE: This summary sheet is for guidance purposes only. To better understand all of your responsibilities as a permit holder you must read your Construction Stormwater General Permit (CSWGP). This guidance sheet contains a summary of the steps to submit Discharge Monitoring Reports (DMRs). For additional instructions, refer to the [WQWebDMR User Guide](#)¹.

Construction Stormwater General Permit Discharge Monitoring Reporting Requirements

Section S5.B. of the Construction Stormwater General Permit (CSWGP) requires monthly submittal of Discharge Monitoring Reports (DMRs) using Ecology's Water Quality Permitting Portal, unless a waiver from electronic reporting has been granted.

The CSWGP requires DMR submissions for the full duration of permit coverage (from the first full month of coverage until final permit termination) even if construction hasn't started, or there is no off-site discharge of construction stormwater during the reporting period.

Failure to submit DMR(s) is a violation of the CSWGP and therefore a violation of The Federal Clean Water Act and Chapter 90.48 Revised Code of Washington (RCW) – the State of Washington Pollution Control Act.

Failing to submit a DMR, or submitting a DMR late, will trigger a permit violation. It is better to submit a DMR late than to not submit it at all. Ecology encourages permittees to submit their DMRs even though they are submitted past the due date. DMRs are due within 15 days of the end of each monthly reporting period. For example, January DMRs are due by February 15th.

You must begin collecting representative samples of stormwater discharges at least once a week if stormwater water leaves your project site or discharges to any on-site surface waters of the state (for example, to a stream flowing through or to any pond, lake, or wetlands on your project site). Sampling is required at all locations where stormwater leaves your site.

¹ <https://apps.ecology.wa.gov/publications/documents/1110036.pdf>

Summary of Primary Monitoring Requirements

Size of Soil Disturbance	Weekly Site Inspections	Weekly Sampling w/Turbidity Meter	Weekly Sampling w/Transparency Tube	Weekly pH Sampling	CESCL Required for Inspections?
Sites that disturb less than 1 acre, but are part of a larger Common Plan of Development	Required	Not Required	Not Required	Not Required	No
Sites that disturb 1 acre or more, but fewer than 5 acres	Required	Required; can use turbidity meter or transparency tube	Required; can use turbidity meter or transparency tube	Required	Yes
Sites that disturb 5 acres or more	Required	Required	No; must use turbidity meter.	Required	Yes

Sampling Frequency

- The Permittee (or a delegated person) must sample all discharge points at least once every calendar week when stormwater (or authorized non-stormwater) discharges from the site or enters any on-site surface waters of the state (for example, a creek running through a site); sampling is not required on sites that disturb less than an acre.
- Samples must be representative of the flow and characteristics of the discharge.
- Sampling is not required when there is no discharge during a calendar week

How to Submit a DMR

Washington's secure gateway to many government services, SecureAccess Washington (SAW), provides access to the Water Quality Permitting Portal – Electronic DMR System. **DMRs must be submitted electronically using Ecology's Electronic DMR System (WQWebDMR).** Follow the steps below to create account.

Step 1: Sign up for a SecureAccess Washington (SAW) account

(If you already have a SAW account, Skip to Step 2)

- Go to the [SAW Web Portal Login](https://secureaccess.wa.gov/ecy/wqwebportal)² page. Complete the sign-up sequence by creating a new account.
- You will receive an email to activate your account.

Step 2: Add a service for WQWebPortal

(If you already added WQWebPortal to your account, go to Step 3)

- Log into your SecureAccess Washington (SAW) account.
- Click on "Add New Service". Click in the box "I would like to browse a list of services."
- Click on "Department of Ecology".
- Look for "Water Quality Permitting Portal (WQWebPortal)" and click "Apply".
- Click "Ok" and then Click "Access Now" and then "Continue" to the Water Quality Permitting Portal Home Page.

Step 3: Creating a Signature Account – Before proceeding you must create a Signature Account

(If you already have an approved Signature Account, go to Step 4)

A. Click on Discharge Monitoring Reports (DMRs)

B. Select one of the following roles:

- Coordinator – Can enter data, sign electronically and once approved can invite others onto the permit (Need SAW & Signature Account).
- Signer – Can enter data and sign electronically (Need SAW & Signature Account)
- Preparer – can enter data only (Only need SAW Account).
- Administrator – can enter data and once approved can invite others onto the permit (Only needs SAW Account).

****** If you selected the Role of Preparer or Administrator – these roles are for data entry only (**cannot sign**) stop here and wait for the Coordinator/Administrator to invite you onto the permit or email wqwebportal@ecy.wa.gov to request the permit be added.

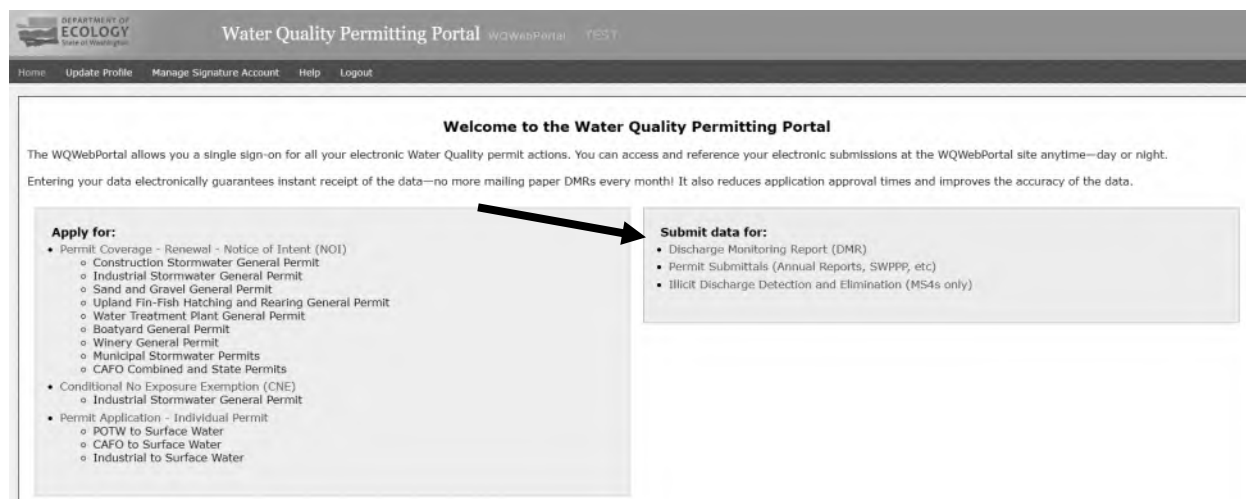
C. Create your signature account. It is important to write down your password and the answers to your security questions. You will need this each time you submit electronically.

² <https://secureaccess.wa.gov/ecy/wqwebportal>

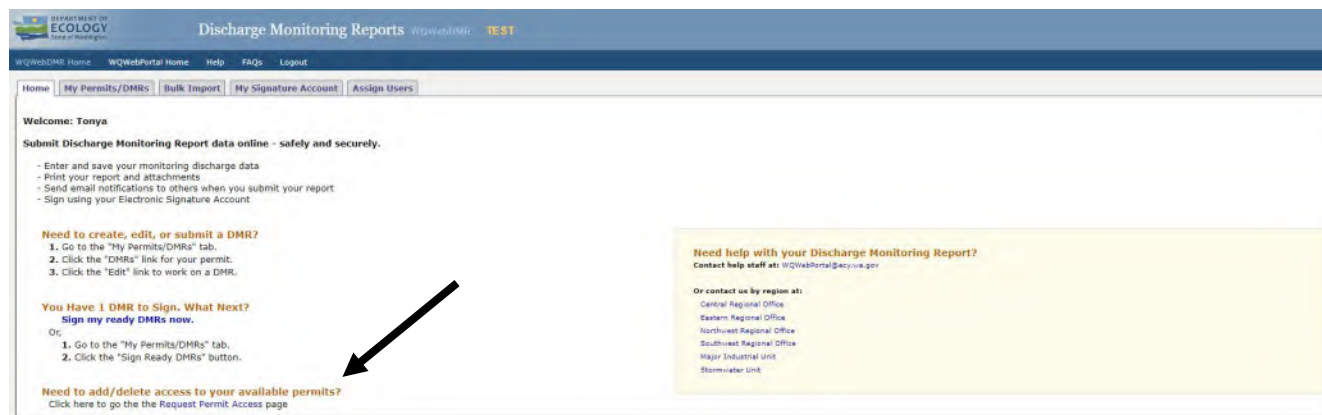
- D. You will receive a form called Electronic Signature Agreement Form (ESAF) to complete requesting access to permit. Box 8 will need to be signed by the Permittee authorizing you to sign on their behalf. If you are the Permittee leave Box 8 and 9 blank.
- E. Scan and email the ESAF to wqwebportal@ecy.wa.gov and then mail the original signed completed ESAF to Department of Ecology.
- F. Ecology must process your ESAF in order for you to have access to sign your DMR submittal. Processing your paper ESAF may take up to 14 days (or occasionally longer during peak submittal periods).

Step 4: Water Quality Permitting Portal

Click “Discharge Monitoring Report (DMR)”.



If you need access to a permit that is not already assigned to your account, Click “Need to add/delete access to your available permits?” in the bottom left-hand corner of the screen. If you already have access, **skip to Step 5**.



Enter Permit number (you can leave the other boxes blank) and then click “search”.

DEPARTMENT OF ECOLOGY
Discharge Monitoring Reports

WQWebPortal Home WQWebPortal Home Help FAQs Logout

Request New Permits My Permits

To Request Access to a Permit
1. Search for the permit you want access to. Search Tips
2. Select the role you want to request from the drop down list.
3. Click the "Request" link.
4. If requesting a role other than Facility Preparer, complete an Electronic Signature Authorization Form (ESAF), and mail it to Ecology.
5. You will receive an email when the request has been approved.
Note: An email will be sent to the Department of Ecology when you click the "Request" link. Roles will not be granted without request of a valid, signed ESAF.

To Remove Access to a Permit
1. Click on the "My Permits" tab.
2. Click the "Remove" link next to the permit you want to remove.

What role should I request?
Role Definitions
- Facility Coordinator
- Facility Signer
- Facility Preparer
- Administrator

Find a Facility/Permit
Permit Number: Facility/Site Name:
Permit Type: Facility/Site Address: Search

Select the appropriate Role (see Step 3.b. above for reference) and click “Request” (Note: if you want to sign reports electronically select the “Signer” or “Coordinator” Role). The system will email you a blank Electronic Signature Agreement Form (ESAF) to complete. Box 8 will need to be signed by the Permittee authorizing you to submit on their behalf. Scan and email your completed ESAF to wqwebportal@ecy.wa.gov to be processed, and mail the original signed ESAF to the address on the form.

Step 5: Discharge Monitoring Reports (DMRs):

Once you have access to a permit, click the second tab labeled “My Permits/DMRs”.

Home My Permits/DMRs Bulk Import

Welcome: Clay

Submit Discharge Monitoring Report data online - safely and securely.

- Enter and save your monitoring discharge data
- Print your report and attachments
- Send email notifications to others when you submit your report
- Sign using your Electronic Signature Account

Need to edit a DMR?
1. Go to the "My Permits/DMRs" tab.
2. Click the "DMRs" link for your permit.
3. Click the "Edit" link to work on a DMR.

Need help with your Discharge Monitoring Report?
Contact help staff at: WQWebPortal@ecy.wa.gov

Or contact us by region at:
Central Regional Office
Eastern Regional Office
Northwest Regional Office
Southwest Regional Office
Major Industrial Unit
Stormwater Unit

Step 6: On the Search Results Page

- A. Leave the top box blank. All permits you are approved for will show under the search results.
- B. Click on “DMRs” link for your permit in the “Action” column.

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State of Washington

Discharge Monitoring Reports WQWebDMR TEST

WQWebDMR Home WQWebPortal Home Help FAQs Logout

Home My Permits/DMRs Bulk Import

Search Facilities and Permits

Permit No: ☐ Show Inactive Permits Facility/Site Name:

Permit Type: Facility/Site Address:

Search Results Results per page 10

Permit Number	Permit Type	Facility/Site Name	Facility/Site Address	Action
WAR654298	Industrial SW GP	Facility/Site Name Here	Facility/Site Address Here	DMRs - View - Notifications - Remind Me
WAR654298	Industrial SW GP	Facility/Site Name Here	Facility/Site Address Here	DMRs - View - Notifications - Remind Me
WAR654298	Industrial SW GP	Facility/Site Name Here	Facility/Site Address Here	DMRs - View - Notifications - Remind Me
WAR654298	Construction SW GP	Facility/Site Name Here	Facility/Site Address Here	DMRs - View - Notifications - Remind Me
WAR654298	Construction SW GP	Facility/Site Name Here	Facility/Site Address Here	DMRs - View - Notifications - Remind Me
WAR654298	Construction SW GP	Facility/Site Name Here	Facility/Site Address Here	DMRs - View - Notifications - Remind Me

- C. Listed are the required DMRs. Here is what each DMR Status means:

- “Submitted” - DMR has been entered and submitted to Ecology.
- “Not Started” - No DMR data has been entered and DMR has not been submitted.
- “Draft” (Not shown in picture) - DMR data has been entered, but DMR has not been validated or submitted to Ecology; or, DMR was previously submitted and new data has been entered but not submitted.
- “Ready to Submit” (Not shown in picture) – Data has been entered and is ready for signature but has not yet been submitted.

- D. Under the Action Column.

- “Edit” – Click on this to add or edit your DMR information.
 - **Note:** If you had previously submitted the DMR and need to make changes clicking this will result in a reminder message: “You are about to edit a submitted DMR. This will create a new version to submit again. Do you want to continue?”
- “View” - The DMR is presented in a columnar view.
- “Excel” – You can download a template of the DMR in Excel spreadsheet form. This can be used for data entry (Note: this isn’t commonly used by CSWGP permittees).

DMR Search | Submission History | Monitoring Points

Search DMRs

Monitoring Period Start Date: DMR Status:

Monitoring Period End Date: DMR Type:

Add or Inactivate monitoring points before starting your DMR - use the Monitoring Point tab above.

Search Results Results per page: 25

Submit	Monitoring Period	DMR Type	Due Date	DMR Status	Attachments	Violations/ Messages	Action
	09/01/2021 - 09/30/2021	Monthly	10/15/2021	Not Started	0	0	Edit - View - Excel
	08/01/2021 - 08/31/2021	Monthly	09/15/2021	Not Started	0	0	Edit - View - Excel
	07/01/2021 - 07/31/2021	Monthly	08/15/2021	Not Started	0	0	Edit - View - Excel
	06/01/2021 - 06/30/2021	Monthly	07/15/2021	Not Started	0	0	Edit - View - Excel
	05/01/2021 - 05/31/2021	Monthly	06/15/2021	Not Started	0	0	Edit - View - Excel
	04/01/2021 - 04/30/2021	Monthly	05/15/2021	Not Started	0	0	Edit - View - Excel
	03/01/2021 - 03/31/2021	Monthly	04/15/2021	Not Started	0	0	Edit - View - Excel
	02/01/2021 - 02/28/2021	Monthly	03/15/2021	Not Started	0	0	Edit - View - Excel
	01/01/2021 - 01/31/2021	Monthly	02/15/2021	Not Started	0	0	Edit - View - Excel
	12/01/2020 - 12/31/2020	Monthly	01/15/2021	Not Started	0	0	Edit - View - Excel

Step 7: Click on Edit under Action

You can begin entering data into the DMR

- Outfall – if you have more than one outfall, click on down arrow to access other outfalls or at the bottom of page click next outfall or to go back to previous outfall.
- DMR Reporting Codes – Listed are various codes that can be used given particular situations. Reporting Codes entered here apply to all Outfalls and Monitoring Points.
 - Check “No Discharge” in the DMR Reporting Codes box if your project did not have any discharge whatsoever at any of your outfalls / monitoring points for the entire calendar month.
- Check “No Discharge” in the DMR Reporting Codes box and enter Best Management Practices (BMPs) under the individual week if your site does not discharge stormwater for any particular week, or for the entire month.
 - The “No Discharge” reporting code can be applied for the following situations:
 - Sampling is not required because discharge(s) are being sent to sanitary or combined sewer systems.
 - Sampling is not required because the site has less than one acre of land disturbance.
 - Sampling is not required because stormwater is infiltrated on-site.
 - Sampling is discontinued at locations that drain areas that have been fully stabilized or where you no longer have operational control.
- Check “Construction Not Started” in the DMR Reporting Codes box if construction activities have not started and when sampling is not required.
- You can add overall comments if you need to notify Ecology of anything in particular on the DMR. The comment will be included on the DMR.

Permit Number: Permit # Here Monitoring Period: 10/1/2020 - 12/31/2020

Permittee: Permittee Name Here Facility County: Clark

Outfall: DP1 - DISCHARGE POINT ▾

DMR Reporting Codes: ▾
(Covers all outfalls)

Add Overall Comments ☐ | Go to Summary Data | Show Details Paste Data From Excel

You can add a comment in any of the comment boxes on the DMR form without adding a reporting code. Only use 'Other violation' on a parameter if you do not enter a value. If you add a code such as 'Other violation' you may be creating false violations. View Reporting Codes Report treatment BMPs used by clicking the box next to each monitoring point. You must enter a value or non-report reason for each parameter at the permit specified frequency unless you entered a non-report reason for the whole DMR or a monitoring point. See examples of filled out DMRs

- If you have to collect permit specific parameters such as when required by an Administrative Order, these parameters should be on your DMR(s). If you do not see them, please contact your Permit Administrator. You can view their contact information on [Ecology's Construction Stormwater General Permit webpage](#)³.

Step 8: Submit the DMR

Once you are done entering all of your values for all of your monitoring points and outfalls you can Mark your DMR as “Ready to Submit”, if you are the Preparer/Administrator then click “Notify Signer” and the system will send email notifying them the DMR is ready to sign. If you are the Signer/Coordinator then click “Save and Done”.

Mark as Ready to Submit: ☒ Attach Files Save Save and Done Notify Signer Validate Cancel Clear

A popup box will appear, read and click “Ok” to automatically run the validation routing and move the DMR to Ready to Submit Status (if not red error messages).

Are you sure you want to mark this DMR as Ready to Submit? This will automatically run the validation routine.

OK Cancel

Check the box to the left under the submit column for the DMR (s) you want to sign, ; then click on “Sign Selected DMRs”.

Submit	Monitoring Period	DMR Type	Due Date	DMR Status	Attachments	Violations/ Messages	Action
☐	02/01/2023 - 02/28/2023	Monthly	03/15/2023	Not Started	0	0	Edit - View - Excel
☐	01/01/2023 - 01/31/2023	Monthly	02/15/2023	Ready to Submit	0	0	Edit - View - Excel
☐	12/01/2022 - 12/31/2022	Monthly	01/15/2023	Not Started	0	0	Edit - View - Excel
☐	11/01/2022 - 11/30/2022	Monthly	12/15/2022	Not Started	0	0	Edit - View - Excel
☐	10/01/2022 - 10/31/2022	Monthly	11/15/2022	Submitted	0	1	Edit - View - Excel
1 2 3 4 5							

Sign Selected DMRs

³ <https://ecology.wa.gov/Regulations-Permits/Permits-certifications/Stormwater-general-permits/Construction-stormwater-permit>

Click “View” or if you have already reviewed the report click “Continue”

Review DMRs

Review your "Ready to Submit" Discharge Monitoring Reports before signing.

Facility/Site Name	Permit Number	Permit Type	Monitoring Period	Due Date	Messages	Actions
		Construction SW GP	01/01/2023 - 01/31/2023	02/15/2023	0	View - Remove

[Back](#) [Continue](#)

Click “Log into Signature Account”

WQWebDMR Home WQWebPortal Home Help FAQs Logout

Certify and Sign DMRs

If you are ready to sign your DMR(s)

1. Click the "Log into Signature Account" button.

2. Complete the log on process and click the "Done Viewing" button.

3. Click the "Ready to Sign" button.

4. Read the certification attestation.

5. Click the "Sign" button.

If you have any problems with your signature account, please contact help staff at: WQWebPortal@ecy.wa.gov

Important

Remember to take time to review your DMR(s) before signing. Use the "Back" button to return to the Review DMR screen. Once you have signed your DMR(s), it becomes an official record at Washington State Department of Ecology.

[Log into Signature Account](#)

Enter Signature Account “User Name” and Password”. If you are not sure of the User Name or password use the links to the right

Certify and Sign DMRs

If you are ready to sign your DMR(s)

1. Click the "Log into Signature Account" button.

2. Complete the log on process and click the "Done Viewing" button.

3. Click the "Ready to Sign" button.

4. Read the certification attestation.

5. Click the "Sign" button.

If you have any problems with your signature account, please contact help staff at: WQWebPortal@ecy.wa.gov

Water Quality Electronic Signature Account

Enter User Name:

Enter Password:

[Forgot my password](#)

[Forgot my username](#)

Don't have an account?[Create one](#)

If you have any problems with your signature account, please contact WQWebPortal customer support at: WQWebPortal@ecy.wa.gov

Enter answer to Security Question (answers provided when account was created)

Certify and Sign DMRs

If you are ready to sign your DMR(s)

1. Click the "Log into Signature Account" button.
2. Complete the log on process and click the "Done Viewing" button.
3. Click the "Ready to Sign" button.
4. Read the certification attestation.
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If you have any problems with your signature account, please contact help staff at: WQWebPortal@ecy.wa.gov

Important

Remember to take time to review your DMR(s) before signing. Use the "Back" button to return to the Review DMR screen.

Once you have signed your DMR(s), it becomes an official record at Washington State Department of Ecology.

Security Questions

Please answer the security question:

Instructions:

- You must correctly answer a security question to continue.
- The question is chosen randomly from the five you selected.
- If you miss the question, you will get a another question.
- If you fail to answer correctly after three tries, your account will be locked.

What SCHOOL did you attend for sixth grade?

Submit Answer

Click the "Ready to Sign"

Certify and Sign DMRs

If you are ready to sign your DMR(s)

1. Click the "Log into Signature Account" button.
2. Complete the log on process and click the "Done Viewing" button.
3. Click the "Ready to Sign" button.
4. Read the certification attestation.
5. Click the "Sign" button.

If you have any problems with your signature account, please contact help staff at: WQWebPortal@ecy.wa.gov

Important

Remember to take time to review your DMR(s) before signing. Use the "Back" button to return to the Review DMR screen.

Once you have signed your DMR(s), it becomes an official record at Washington State Department of Ecology.

Signatory Attestation

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I:

- Have the authority to submit this document and all attached documents on behalf of (YOUR COMPANY NAME) in accordance with appropriate reporting requirements.
- Have not violated any of the terms in my Washington State Department of Ecology Electronic Signing Agreement.
- Fully understand the use of my signing credential.
- Am the owner of the signatory credential used to electronically sign this document and all the attachments in this submission.
- Am without any reason to believe that the confidentiality of my signatory credential has been compromised now or at any time prior to this submission and that the use of my signatory credential constitutes an electronic signature equivalent to my written signature.

I understand that this attestation of fact pertains to the implementation, oversight, and enforcement of a federal environmental program and must be true to the best of my knowledge.

☒ I have read and understand the above certifications

☒ I have had the opportunity to review all pertinent documents and data associated with this submission.

[Sign](#) [Cancel](#)

Read the Attestation and click "both boxes" and then click "Sign"

Certify and Sign DMRs

If you are ready to sign your DMR(s)

1. Click the "Log into Signature Account" button.
2. Complete the log on process and click the "Done Viewing" button.
3. Click the "Ready to Sign" button.
4. Read the certification attestation.
5. Click the "Sign" button.

If you have any problems with your signature account, please contact help staff at: WQWebPortal@ecy.wa.gov

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Signatory Attestation

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

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☒ I have read and understand the above certifications

☒ I have had the opportunity to review all pertinent documents and data associated with this submission.

[Sign](#) [Cancel](#)

You will receive your submitted report to the email on your signature account for your records.

For more helpful resources, please visit the following pages: [Help Link](http://ecyapwq/wqwebportal/wqwebdmr/HelpPages/HelpPage.aspx)⁴ or the [Frequently Asked Questions \(FAQs\)](http://ecyapwq/wqwebportal/wqwebdmr/HelpPages/FAQ.aspx)⁵.

⁴ <http://ecyapwq/wqwebportal/wqwebdmr/HelpPages/HelpPage.aspx>

⁵ <http://ecyapwq/wqwebportal/wqwebdmr/HelpPages/FAQ.aspx>

ADA Accessibility

The Department of Ecology is committed to providing people with disabilities access to information and services by meeting or exceeding the requirements of the Americans with Disabilities Act (ADA), Section 504 and 508 of the Rehabilitation Act, and Washington State Policy #188.

To request ADA Accommodation, contact Water Quality Reception at 360-407-6600. For Washington Relay Service or TTY call 711 or 877-833-6341. Visit [Ecology's accessibility webpage](#)⁶ for more information.

For document translation services, call Water Quality Reception at 360-407-6600. Por publicaciones en español, por favor llame Water Quality Reception al 360-407-6600.

⁶ <https://ecology.wa.gov/About-us/Accessibility-equity/Accessibility/>

**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:

		<u>COLOR CODE</u>
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 damage 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